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ABSTRACT

An Association of Research Libraries (ARL) survey on the status of ARL librarians revealed that librarians at 20 of the 92 responding libraries belonged to a collective bargaining unit. At a time when inflation is increasing faster than salary increases, and when librarians' salaries are perceived as moderately low, unionization offers one way to bargain for higher salaries and more liberal benefits packages. Some librarians see unionization as a means of responding to restrictions and limitations brought about by expanded pressures for accountability from administrators and legislators. Occasionally unions are a response to perceived managerial inequities or arbitrary decisions, especially in regard to personnel actions such as promotions, raises, reassignments, and terminations. Other librarians perceive collective bargaining as a way to increase their involvement in policy formulation and decision-making or to upgrade their status by participating in a faculty movement toward unionization. As with many developments or changes, unionization produces mixed outcomes. A prime consideration in examining the role and position of collective bargaining within academic librarianship is the effectiveness of unionization in producing desired results. This kit contains seven examples of contracts and agreements focusing on such issues as appointments, promotion, tenure, and salary. (THC)

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Collective Bargaining

Kit 63

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COLLECTIVE BARGAINING IN ARL LIBRARIES

Despite widespread interest and apparent early advancement of unionization within academic librarianship, in a recent SPEC survey on the status of ARL librarians (Flyer/Kit #61, February 1980), only 20 of the 92 responding libraries indicated that their librarians belong to a collective bargaining unit.

At a time when inflation is increasing faster than salary increases, and when librarians' salaries are perceived as moderately low, unionization offers one way to bargain for higher salaries and for more liberal benefits packages. Some librarians also see unionization as a means of responding to restrictions and limitations brought about by expanded pressures for accountability from administrators and legislators. Occasionally unions are a response to perceived managerial inequities or arbitrary decisions, especially in regard to personnel actions such as promotions, raises, reassignments and terminations. Other librarians perceive collective bargaining as a way to increase their involvement in policy formulation and decision-making or to upgrade their status by participating in a faculty movement toward unionization.

As with many developments or changes, unionization produces mixed outcomes. While unions may indeed improve salaries and benefits and formalize personnel practices initially, they may also result in the establishment of more rigid work rules that hamper personal initiative and growth. Collective bargaining can create an adversary relationship between management and librarians that can lead to divisiveness between the two groups. Librarians with supervisory responsibilities are typically excluded from unions and thus separated from other librarians. Furthermore, a recent decision by the National Labor Relations Board that faculty are part of management indicates that rather than improve librarians' status vis-a-vis the faculty, unionization may solidify the separation. Unionization sometimes results in standardized compensation procedures which are intended to eliminate inequities, but which also eliminate merit rewards for outstanding service. And collective bargaining can also result in substantially more paper work and can require considerable training of supervisors for dealing with union issues and procedures.

IMPLICATIONS OF UNIONIZATION IN ARL LIBRARIES. A prime consideration in examining the role and position of collective bargaining within academic librarianship and especially within ARL libraries is the effectiveness of unionization in producing desired results. While it is not possible to answer this question comprehensively on the basis of one survey, several conclusions can be drawn.

One distinct contribution of unionization has been the formalization of personnel policies and procedures. Most contracts include clear requirements regarding recruitment, selection, appointment, evaluation, promotion, due

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process and grievances. Collective bargaining has also tended to improve information flow regarding policies, procedures, and decisions. A further development within library management that is possibly a byproduct of this contribution is a general upgrading in personnel practices. Many ARL libraries which are not unionized have in recent years established personnel offices or have improved their personnel policies and practices, especially regarding hiring, promotion, and grievance procedures, and it seems likely that developments within unionized situations have had an influence on these improvements.

In addition, some gains have been made in the areas of fringe benefits and improved working conditions. Under collective bargaining, many librarians have been given greater access to traditional faculty privileges such as sabbaticals, research funds, and vacation days. As for improved financial conditions, however, results are unclear. Most salary surveys indicate that librarians as a whole continue to lag behind faculty on the basis of compensation. While some librarians have been given equal pay at each faculty rank, most of these librarians continue to work 10 to 12 months while faculty work nine months. A limited impact of collective bargaining on librarian salaries also is suggested by an analysis of ARL's 1978-1979 Salary Survey. While many factors such as labor supply, location, cost of living, and standard of living in a given area influence salary levels, a comparison of the 17 university-based SPEC survey respondents reporting collective bargaining units with the 98 institutions included in the Salary Survey reveals that two (both Canadian) ranked in the top 10 highest salaries, while three fell within the bottom ten. The remainder were spread throughout the rankings.

FUTURE TRENDS. Unionization within academic librarianship has increased in recent years, and it appears that projected difficult times for higher education will sustain a relatively high interest in collective bargaining over the next few years. Recently a major development in unionization within four-year colleges and universities has been the movement toward collective bargaining at the multicampus systems level. The City University of New York (CUNY), the State University of New York (SUNY), and the University System of Florida each have established central bargaining units within the past five years. It also appears that with new enabling legislation, the California State University system and the University of California system will be considering the establishment of central bargaining units. Further strengthening of multicampus administrative systems could extend this trend.

A major challenge to management and unions is to deal with problems constructively so that individuals and the library organization work together to minimize anticipated difficulties and to overcome negative consequences of collective bargaining. This will require continued emphasis on the training of managers and supervisors and concerted efforts on the part of both unions and management to focus their dialogue on substantive issues. It will require that both sides recognize each others' commitment to organizational performance and function in a collaborative, problem-solving mode. Further materials on faculty collective bargaining are available from the Academic Collective Bargaining Information Service, Box 17230, Dulles International Airport, Washington, D. C., 20041.

The accompanying kit on Collective Bargaining, which replaces Kit #8 (June 1974) contains seven examples of contracts and agreements focusing on librarians' issues including appointments, promotion, tenure, and salary, totalling 115 pages. Kit #63 (April 1980) is available for $7.50 to ARL members and SPEC subscribers and for $15.00 to all others, prepayment required, from: SPEC, Office of Management Studies, Association of Research Libraries, 1527 New Hampshire Ave., N.W., Washington, D.C., 20036.

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COLLECTIVE BARGAINING
KIT # 63 APRIL 1980
TABLE OF CONTENTS

	Page
Board-AASUA Agreement. Professional Librarians . University of Alberta	1
"1979-1980 Agreement. Boston University and Local 925 Service Employees International Union AFL-CIO", and Ranking and Appointment System for Professional Librarians.	34
Selected articles from The University of Connecticut UCPEA Contract July 1, 1979-June 30, 1981. "Criteria for Appointment, Reappointment, and Promotion and Procedures Regarding Evaluation".	60
"Tenure, General Responsibility of Librarians, and Salary Increases," from Agreement between Board of Regents, State University System of Florida, and United Faculty of Florida	82
"Appointment, Promotion, and Termination of Service of Librarians", from Agreement between Temple University and the American Association of University Professors.	90
Selected pages from the agreement relating to terms and conditions of employment of faculty and librarians ratified by the Governing Council of the University and the Faculty Association. University of Toronto	95
Compensation, Salary Schedules, Professional Leaves, Selection Advisory Committee, Tenure Procedures, Promotion Procedures, from Agreement between Wayne State University Chapter of the American Association of University Professors.	106

THE UNIVERSITY OF ALBERTA

BOARD-AASUA AGREEMENT

Professional Librarians

Incorporates Amendments Made in
May-June, 1978

Board-AASUA Agreement - Professional Librarians

A. RECITALS

1. Part I of the Faculty Handbook of the University of Alberta 1968 forms part expressly or by implication of the contracts of employment to the University of all persons to whom the term "professional librarian" applies, such terms and conditions being modified *mutatis mutandis* in accordance with the different conditions in the Library.

2. Part I of the said Faculty Handbook may be amended from time to time following negotiation and amendments may affect existing appointments.

3. The negotiating parties are the Governors of the University of Alberta of the first part excercising authority given it pursuant to Section 19 of *The Universities Act* and the Association of the Academic Staff of the University of Alberta of the second part acting on behalf of each full-time professional librarian.

4. The agreement hereinafter set forth constitutes an amendment of the said Faculty Handbook insofar as the same relates to those professional librarians only who are staff members as herein defined and affects existing contracts.

ARTICLE 1 - DEFINITIONS

1.01 "Board" means The Governors of The University of Alberta.

1.02 "Association" means The Association of the Academic Staff of The University of Alberta.

1.03 "staff" and "staff member" refer to all those persons who have been appointed to full-time professional librarian positions on the academic staff of The University of Alberta in which the appointee has been or may be granted tenure.

1.04 "The Chief Librarian" means the chief administrative officer in the Library.

1.05 "Agreement" means this agreement.

1.06 "tenure" means an appointment to the staff without term which may be terminated only by resignation, retirement, death, or in accordance with the terms of this agreement.

1.07 "faculty" and "faculty member" refer to all those persons who have been appointed to full-time teaching and research positions on the academic staff of The University of Alberta in which the appointee has or may be granted tenure. It does not include temporary or part-time academic persons whether engaged on a full-time basis or not.

1.08 "Library Council" is all full-time academic staff employed in the University Library, inclusive of professional librarians and A-P Officers, under the chairmanship of the Chief Librarian.

1.09 In the event that a person has been appointed as an acting president, vice-president (academic), chief librarian or other officer referred to in this Agreement, that person shall have the same authorities and responsibilities during the period of appointment as those held by the designated officer under the terms of the Agreement.

1.10 The following abbreviations are used throughout the agreement and appendices:

a. LTC: Library Tenure Committee
b. LSPC: Library Salaries and Promotions Committee
c. GSPC: General Salaries and Promotions Committee

ARTICLE 2 - APPLICATION

2.01 This agreement applies to all staff members without distinction or discrimination by reason of sex, marital status, family relationship, age, race, colour, religious belief, political belief, ancestry or place of origin.

2.02 This agreement is effective July 1, 1976.

2.03 This agreement remains in effect and is binding upon the Board and each staff member in accordance with its terms, subject only to amendment as herein provided.

2.04.1 The following parts of the agreement shall subsist until June 30, 1981 and then shall terminate unless the Agreement Review Committee prior thereto determines that said parts or any of them (1) shall continue without a fixed termination date or (2) shall terminate prior to June 30, 1981 or (3) shall be extended for a fixed term beyond June 30, 1981:

Clause 11.07	(External Committee)
Article 12A	(Discipline)
Article 13	(Grievance)
Article 21	(Termination on the Basis of Redundancy and Financial Exigencies)

2.04.2 Where proceedings have been instituted under any of the Articles referred to in Article 2.04.1 and such proceedings have not been completed at the time of termination of such Article as contemplated herein then such Articles for the purposes of such proceedings shall be deemed continuing to the extent necessary to contemplate such proceedings.

ARTICLE 3 - DELEGATION AND SUBSTITUTION

3.01.1 Any task required herein to be performed by the Chief Librarian may be performed, with the approval of the Vice-President (Academic), by some other person.

3.01.2 Any task required to be performed by the Vice-President (Academic), may be performed by the President, any Assistant Vice-President (Academic) or an Associate Vice-President (Academic) who is designated by the Vice-President (Academic) to perform such task.

3.01.3 Any task required herein to be performed by the President may be performed by the Vice-President (Academic) or any other senior administrative officer of the University designated by the President to perform such task.

3.01.4 Any task required herein to be performed by the President of the Association may be performed by the Vice-President of the Association.

3.02 Where in this agreement some function or power of the Board is delegated to a committee or to a particular person, the performance of the function or the excercise of the power by such committee or person shall, except in the case hereinafter mentioned, bind the Board. The Board reserves the right at all times during the continuance of this agreement to withdraw the delegated function or power in general or on a particular occasion (unless the staff member affected has acted on such delegated function or power, to the staff member's detriment) whereupon the performance or excercise of the named delegate shall constitute a recommendation to the Board and not a decision of the Board.

ARTICLE 4 - AMENDING PROCEDURES

4.01 Prior to October 15 in each year, the Board and the Association shall each name three (3) persons who shall serve on the Agreement Review Committee hereby established. The Committee may seek the advice of such resource personnel as it deems desirable.

4.02 On or about October 15 in each year, there shall be a meeting of the Agreement Review Committee for the purpose of considering amendments to this agreement. At any other time, with the mutual consent of the Board and the Association, there shall be a meeting of the Agreement Review Committee for the purpose of considering amendments to this agreement.

4.03 The Committee shall meet as frequently as necessary to consider any amendments proposed by either the Board or the Association.

4.04 Amendments which are agreed to by the Committee shall be referred to the Board and to the Association for ratification. Upon ratification by the Board and by the Association, such amendments shall amend this agreement and such amendments shall affect all persons whose contracts are governed by this agreement. The amending procedure shall apply as well to the appendices to this agreement except that ratification by the Board and the Association shall not be required except in the case of Appendix "D". Unless otherwise stated in the amendment, an amendment takes effect upon whichever of the Board or the Association shall last ratify the same.

4.05 In the event that either the Board or the Association fails to ratify an amendment within a reasonable time, either the Board or the Association may request that the Committee be reconvened in order to attempt to resolve the matter. Where no resolution of the matter occurs or where no ratification occurs, the status quo shall prevail.

ARTICLE 5 - APPOINTMENTS

5.01 The appointment of a staff member is made by the Chief Librarian under delegated authority from the Board, and the decision of the Chief Librarian to make such appointment shall constitute the decision of the Board in that case.

5.02 The appointment of a staff member is evidenced by the letter of appointment, an example of which is shown in Appendix "A".

5.03.1 The appointment of a staff member which contains special conditions which may vary the terms of this agreement may be made by the Chief Librarian provided:

(i) the variations are in writing and are included in or appended to the letter of appointment; and

(ii) the variations have been approved in writing by the Vice-President (Academic) after consultation with the President of the Association and prior to the offer being made.

5.03.2 Special conditions with respect to the employment of a staff member which vary the terms of this agreement and which are made subsequent to the original appointment of a staff member may be made by the Chief Librarian provided:

(i) the variations are in writing and are approved, in writing, by the staff member; and

(ii) the variations have been approved in writing by the Vice-President (Academic) after consultation with the President of the Association and prior to the submission of the variations to the staff member.

5.04.1 An original probationary appointment or an original appointment with tenure may be made at any time.

5.04.2 The effective date of a second probationary appointment or of an appointment with tenure following probation shall be July 1.

5.05 A staff member granted an appointment to a University position may be eligible for a removal allowance towards expenses necessarily and reasonably incurred in moving to Edmonton which will be based on removal from the place of domicile. The allowance, to the maximum specified, will be paid upon presentation of an account of expenses supported with appropriate receipts. Regulations governing removal allowances shall be established from time to time; current regulations are appended hereto as Appendix "B".

5.06 The Library shall have an advisory Selection Committee to advise the Chief Librarian on appointments to the staff. The composition of the Committee shall be:

(a) Chief Librarian, as Chairman;

(b) Library Division Head, if any;

(c) One (1) staff member from the division involved, selected by the Chairman, when he feels it is appropriate;

(d) One (1) staff member of the Library, selected according to procedures approved by the Library Council;

(e) Other professional librarians or members of the teaching departments, as deemed necessary by the Committee.

ARTICLE 6 - PROBATION AND TENURE

6.01.1 Appointment to the staff will, in the normal case, be a probationary appointment.

6.01.2 Variations from the normal case may be made at the discretion of the Chief Librarian.

6.02.1 In the case of a first probationary appointment which takes effect July 1, such appointment will normally be for a period of two (2) years.

6.02.2 A probationary appointment shall terminate June 30 regardless of the effective date of the appointment.

6.02.3 If the effective date of the first probationary appointment is other than July 1, the term of that appointment shall normally be:

(i) if the effective date of the appointment is January 1 - June 30, two years plus the period between the effective date of appointment and the next following July 1, or

(ii) if the effective date of the appointment if July 2 - December 31, two years less the period between the effective date of appointment and the immediately preceding July 1.

6.02.4 Regardless of the effective date of the first probationary appointment, that appointment will normally be followed by a second probationary appointment of two (2) years.

6.02.5 The total probationary period represented by the two (2) probationary appointments shall not exceed four (4) years six (6) months and a second probationary appointment shall not exceed two (2) years.

6.02.6 Variations in the periods of the first and second probationary appointments may be made at the discretion of the Chief Librarian provided the four (4) year, six (6) month maximum is not exceeded.

6.02.7 Where a staff member has been granted leave, or leaves, during a probationary appointment, the following rules shall apply with respect to the termination date of that appointment:

(a) if the cumulative leave period is six (6) months, or less, there will be no change in the termination date of the probationary appointment;

(b) if the cumulative leave period is greater than six (6) months but not greater than eighteen (18) months, the termination date of the probationary appointment shall be extended by one (1) year and the extension period shall not be included in computing the probationary period for the purposes hereof;

(c) if the cumulative leave period is greater than eighteen (18) months but not greater than thirty (30) months, the termination date of the probationary appointment shall be extended by two (2) years and the extension period shall not be included in computing the probationary period for the purposes hereof.

6.03.1 In the last year of the first probationary appointment, the Chief Librarian shall decide that the candidate be offered a second probationary appointment or the Chief Librarian shall recommend to the Library Tenure Committee either that the candidate be offered an appointment with tenure or that a second probationary appointment not be offered to the candidate.

6.03.2 If the Chief Librarian decides that the candidate be offered a second probationary appointment, then the Chief Librarian on behalf of the Board shall offer the candidate such an appointment.

6.03.3 If the Chief Librarian makes one of the recommendations other than a second probationary appointment mentioned in section 6.03.1, then, and in either event, the Library Tenure Committee shall be convened to consider the case.

6.03.4 In cases where the Chief Librarian recommends that no second probationary appointment be offered, the Tenure Committee shall decide whether the candidate is or is not to be offered a second probationary appointment. In cases where the Chief Librarian recommends that the candidate be offered an appointment with tenure, the Tenure Committee shall decide that the candidate is to be offered a second probationary appointment or that the candidate is to be offered an appointment with tenure.

6.03.5 Subject to the right of appeal hereinafter set forth, the decision of the Tenure Committee as to whether a further probationary appointment is to be offered or not, or whether, in the cases where there is a recommendation for tenure, an appointment with tenure is to be offered or not shall constitute the instructions of the Board to the Chief Librarian who shall act upon the same and offer the appropriate appointment or advise the candidate that no appointment will be offered, as the case may be.

6.04.1 In any year of the second probationary appointment, the Chief Librarian may recommend to the Tenure Committee that the candidate be offered an appointment with tenure.

6.04.2 The Tenure Committee shall accept or reject the recommendation.

6.04.3 The decision of the Tenure Committee shall constitute the instructions of the Board to the Chief Librarian who shall act upon the same and offer an appointment with tenure or advise the candidate that the Chief Librarian's recommendation has not been accepted, in which case the second probationary appointment then existing shall continue as before.

6.04.4 There shall be no appeal from a Tenure Committee decision under this section 6.04.

6.05.1 In the last year of the second probationary appointment, the Chief Librarian shall recommend to the Tenure Committee that the candidate be or not be offered an appointment with tenure.

6.05.2 The Tenure Committee shall decide whether tenure will be granted or denied.

6.05.3 Subject to the right of appeal as hereinafter set forth, the decision of the Tenure Committee shall constitute the instructions of the Board to the Chief Librarian who shall act upon the same and offer the candidate an appointment with tenure or advise the candidate that no appointment will be offered, as the case may be.

6.06 Annually, during a probationary appointment, the Chief Librarian shall review with the candidate the candidate's performance as a staff member.

6.07.1 Tenure is in no sense the right of a staff member who has served his time of probation. The performance of the candidate shall indicate that he is and will in the future be capable of contributing effectively as a member of the Library in the following categories:

(a) professional performance, including the discharge of subject, activity, materials, or management responsibilities,

(b) knowledge of the discipline and specialization,

(c) contribution to division, the Library and the University,

(d) professional conduct

(e) professional or scholarly-related research and publication,

(f) contribution to professional and academic bodies and public service.

6.07.2 Amendments to Article 6.07.1, subsequent to the appointment of an individual but prior to the granting of tenure, shall not apply to a consideration of that individual's tenure. The terms of this agreement in force at the time of the individual's current appointment shall apply, unless the candidate for tenure agrees in advance of the hearing to the new terms.

6.08 The Library shall have a Tenure Committee, the composition of which shall be:

(a) The Chief Librarian

(b) four (4) tenured staff members, to be selected according to procedures approved by Library Council at least one of whom shall be from the division of the candidate; one of these members shall be elected Chariman of the Committee by the other members;

(c) One (1) or two (2) members selected by the other members of the Committee when, in the opinion of the Committee, their presence would be useful.

6.09 The Chief Librarian shall provide evidence for the Tenure Committee and shall as hereinbefore set forth make a recommendation which shall be in writing to the Tenure Committee. A copy of the recommendation and of the Chief Librarian's reasons therefor and all supporting material shall be sent to the candidate at least fourteen (14) days prior to the commencement of the Tenure Committee's consideration of the case.

6.10 Prior to the submission of a recommendation to the Tenure Committee, the Chief Librarian will discuss the recommendation with the staff member in question, provided that this provision shall not apply to staff members who are not available to meet with the Chief Librarian at the time set by the Chief Librarian for such purpose, or staff members who otherwise decline or are unable to meet with the Chief Librarian for such purpose.

6.11 Subject to the contrary decision of the Library Council confidential professional evaluations of a candidate or of the candidate's work or prospects may be received by the Tenure Committee and the confidence honoured if, with the supporting material delivered to the candidate pursuant to Section 6.10, there is delivered a summary of the evaluation prepared by the Chairman of the Tenure Committee setting forth the points in the evaluation adverse to the candidate in sufficient detail to allow the candidate to be aware of the complaints or objections being made against the candidate or the work of the candidate. Under no circumstances shall confidential material tendered in tenure proceedings be used against the author thereof in collateral proceedings.

6.12.1 Where the Chief Librarian recommends to the Tenure Committee that a staff member not be offered an appointment with tenure, the staff member may appear before the Tenure Committee to present a case.

6.12.2 When a Tenure Committee makes a preliminary decision to reject a recommendation that the candidate be offered an appointment with tenure, the Committee shall, before making its decision, invite the candidate to appear before the Committee to make a formal submission.

6.12.3 Presentation of cases by a staff member under this Article 6 shall be effected personally and no person appearing or presenting a case before a Tenure Committee shall be accompanied by legal counsel or other advisors. Notwithstanding the foregoing the Chairman of a Tenure Committee shall have the discretionary authority to allow a staff member to be assisted by a lay advisor in exceptional cases.

6.13 Procedures for Tenure Committees shall be in accordance with Appendix "C" of this agreement.

6.14 Where a further appointment is not offered, the staff member, at the expiration of his or her existing appointment, shall receive a severance salary equal to one (1) month's salary for each full year of service as a staff member.

6.15 The Chief Librarian shall advise the staff member, in writing, prior to December 1 in the last year of the staff member's probationary appointment, of the decision with respect to a further appointment.

6.16 Notwithstanding anything in this Article 6 otherwise provided, where the recommendation of the Chief Librarian to the Tenure Committee is opposed by the staff member before the Tenure Committee, the Chief Librarian shall not be a voting member of the Tenure Committee.

6.17 A staff member whose appointment to the staff took effect prior to 1 July 1976 shall have for the time hereinafter limited the right to elect to have the provision for a terminal year appointment as set forth in the second sentence of 106.3 of the 1968 Faculty Handbook apply in lieu of Clause 6.14 hereof. A staff member wishing so to elect shall deliver to the Vice-President (Academic) a statement to that effect in writing not later than sixty (60) days from the date on which this Agreement receives final ratification.

ARTICLE 7 - SALARY SCHEDULE

7.01 Salaries are in accordance with an established salary schedule. The schedule shall provide for six (6) ranks: Librarian I, II, III, IV, V and VI.

7.02 For each classification there shall be a minimum salary level, a series of salary steps and established maximum salary level. In the case of Librarian I the maximum shall be $1.00 less than the minimum for Librarian II. In the case of Librarians II, III, IV and V there shall be seven steps of equal amount leading to a maximum. In the case of Librarian VI, there shall be seven steps, the magnitude of which shall be the same as for Professor at the equivalent salary level.

7.03 Salary schedules, including the value of increments, are determined from time to time in accordance with the procedures outlined in Article 8.

7.04 Salaries shall be paid monthly in arrears.

ARTICLE 8 - SALARY AND BENEFIT AMENDMENT PROCEDURES

8.01 Salary scales and changes to benefit programmes which have direct budget implications shall be negotiated between the Board and the Association. Such benefit programmes will be considered to be those provided for in Article 10 of this Agreement and such other programmes as agreed to by the Board and the Association.

8.02 The Board and the Association shall from time to time determine procedures for the conduct of negotiations and the resolution of impasses during such negotiations.

8.03 Current negotiating procedures and impasse resolution procedures are included in Appendix "D".

ARTICLE 9 - SALARY INCREMENTS AND PROMOTIONS

9.01.1 A staff member shall be considered by the LSPC for increments and/or promotion. Such increments and/or promotions are awarded for meritorious performance and are not in any sense automatic or based on service. Merit will come under more detailed scrutiny as progress within a rank occurs.

9.01.2 The award of increments and/or promotion shall be based on consideration of meritorious performance in the following categories:

(a) professional performance, including the discharge of subject, activity, materials, or management responsibilities,

(b) knowledge of the discipline and specialization.

(c) contribution to division, the Library, and the University,

(d) professional conduct

(e) professional or scholarly-related research and publication,

(f) contribution to professional and academic bodies and public service.

9.01.3 Standards for the award of all increments and standards for promotion from Librarian I to Librarian II shall be established from time to time by the Library Council.

9.01.4 Positions in Librarian III, IV, V and VI ranks and the Chief Librarian shall, in the normal case, be limited to administrative and specialist positions. Appointment to such ranks shall be limited to the filling of vacancies as they occur or for the filling of new positions where such new positions are authorized. Such authorization shall require the approval of the Vice-President (Academic). Appointment to these positions is not subject to the LSPC but is subject to the provisions of Article 5 of this Agreement.

9.02.1 The Library shall have a Library Salaries and Promotions Committee (LSPC).

9.02.2 The composition of the LSPC shall be:

9.02.2.1 The Chief Librarian, three (3) tenured staff members who hold the rank of Librarian III, or higher, elected by the Library Council and three (3) tenured staff members who hold the rank of Librarian II, or lower, elected by the Library Council. The Library Council shall determine the term of office of the elected members. The LSPC shall select its chairman from among the elected members.

9.02.3 The LSPC shall consider the merit of all staff members in the Library except the Chief Librarian and shall award or deny increments and/or promotion upon such consideration subject, in the case of awards, to ratification of increment totals by the GSPC as set forth in 9.03.4.

9.02.4 Subject to the right of appeal as hereinafter set forth and the ratification of increment totals by the GSPC as set forth in 9.03.4, the decision of an LSPC shall constitute the decision of the Board in that staff member's case.

9.02.5 Subject to the provisions of this Article 9, the procedures for the conduct of an LSPC meeting shall be as set forth in Appendix "E".

9.03.1 There shall be a GSPC.

9.03.2 The composition of the GSPC: all Deans, one (1) representative of the Association, five (5) faculty members elected by General Faculties Council (GFC), the Chief Librarian, and the Vice-President (Academic) as Chairman. GFC shall determine the term of office of the elected members.

9.03.3 GSPC shall establish guidelines for the distribution of the increment pool provided for under 9.05.

9.03.4 GSPC shall consider the total number of increments and/or promotions awarded by the LSPC in the light of the guidelines it has previously established. After such consideration, GSPC may ratify the increments and/or promotions awarded by the LSPC or it may require the LSPC to reconsider its awards so that the totals comply with the guidelines established.

9.03.5 GSPC shall establish general policy for the award of increments and promotions in the Library.

9.04 Increments for the Chief Librarian shall be awarded by the Board on the recommendation of the President.

9.05.1 The Board shall annually provide a pool to be divided into units called increments, the same to be awarded the staff members by the LSPC. The number of increments in the pool and the value of such increments will be subject to annual negotiations between the Board and the Association in accordance with the provisions of Article 8 of this agreement.

9.05.2 GSPC shall allocate the total number of increments to be awarded by the LSPC; such total is to be distributed among the staff members.

9.05.3 The LSPC may award single, multiple, one-half, partial or special increments.

9.05.3.1 A single increment is the basic unit described in 9.05.1

9.05.3.2 A multiple increment may be one and one-half (1½), two (2) or three (3) times a single increment.

9.05.3.3 A one-half increment is one-half (1/2) of a single increment.

9.05.3.4 A partial increment is an increment which is less than a single increment but not a one-half increment and which will bring the salary of a staff member to the salary ceiling of the staff member's present rank.

9.05.3.5 A special increment is an increment which is more than a single increment but not a one and one-half, double or triple increment and which will bring the salary of a Librarian I to the salary floor of Librarian II. Promotion must accompany the award of a special increment.

9.05.3.6 A staff member whose appointment to the staff of the University takes effect in the period July 1 - October 1 is eligible to receive a full merit increment at one of the values referred to in 9.05.3 on the next following July 1. A staff member whose appointment to the staff of the University takes effect in the period October 2 - June 1 is eligible to receive a pro-rated merit increment on the next following July 1, the proportion of a full increment depending on the number of months he or she will have served by July 1. A staff member whose appointment to the staff of the University takes effect in the period June 2 - June 30 will not normally be eligible to receive a merit increment on the next following July 1.

9.06 Procedures, rules and regulations to be followed in the increment and promotion process are as follows:

9.06.1 The Chief Librarian will submit recommendations annually to the LSPC for increments and/or promotions to be awarded to all staff members in the Library, except himself. Such recommendations are to be submitted in writing at least fourteen (14) days prior to the meeting of the LSPC at which the recommendations will be considered. A copy of the recommendations submitted for each staff member's case will be sent to the staff member.

9.06.2 Prior to the submission of the recommendation to the LSPC, the Chief Librarian will discuss the recommendation with the staff member in question, provided that this provision shall not apply to staff members who are not available to meet with the Chief Librarian at the time set for such purpose or staff members who otherwise decline or are unable to meet with the Chief Librarian for such purpose.

9.06.3 Where the Chief Librarian recommends to the LSPC that a staff member be awarded less than a single increment, the staff member may appear before the LSPC to present a case.

9.06.4 Where a LSPC tentatively decides not to approve a positive recommendation for an increment and/or promotion by the Chief Librarian, and tentatively decides to award less than a single increment, the staff member will be so advised and the staff member may require that the case be reconsidered by the LSPC in order that the staff member may appear before the LSPC to present a case. In the event that the staff member requires that the case be reconsidered by the LSPC, the Chairman of the LSPC will meet with the staff member to discuss the tentative decision, with such a meeting to be held at least two (2) weeks prior to the rehearing of the case by the LSPC.

9.06.5 Where a staff member chooses to appear before the LSPC to present a case pursuant to clauses 9.06.3 or 9.06.4, the staff member is entitled to be present during the presentation of the case by the Chief Librarian.

9.06.6 Subject to a contrary decision of Library Council, evidence and material considered by LSPC may be received in confidence and, whether so received or not, need not be provided to the staff member. In all cases where a staff member has the right to appear personally before a LSPC, the staff member shall receive a summary of such confidential material prior to the hearing. Under no circumstances shall confidential material tendered in salary and promotions proceedings be used against the author thereof in collateral proceedings.

9.06.7 In its consideration of the merit of a staff member, the LSPC shall normally review the staff member's performance in the year between the meetings of the LSPC.

9.06.8 The presentation of a case by a staff member under this Article 9 shall be effected personally and no person appearing or presenting a case before an LSPC shall be accompanied by legal counsel or other advisers, provided that where a staff member is on formal leave at the time of the hearing, the staff member may be represented before the LSPC by some other staff member appointed for that purpose by the staff member in question. Notwithstanding the foregoing, the Chairman of an LSPC shall have the discretionary authority to allow a staff member to be assisted by a lay adviser in exceptional cases.

9.06.9 A staff member who is promoted to Librarian II shall not be awarded less than a single increment in conjunction with such promotion.

9.07.1 Increments and promotions to Librarian II are effective 1 July unless otherwise authorized by GSPC.

9.07.2 Meetings of the LSPC to consider increments and/or promotion recommendations will be held annually prior to April 15.

9.07.3 GSPC will consider the increment and/or promotion totals awarded by the LSPC and reach ratification decision concerning the same by May 1.

9.07.4 In the event that the LSPC is required by the GSPC to reduce its increment award total, the individual case decisions to enable such reduction will be made by the LSPC by May 15.

9.07.5 Each staff member will be advised in writing of the increment and/or promotion decision of that staff member's case by the LSPC as ratified by the GSPC by May 31. Such advice may or may not indicate the staff member's total salary in the next salary year depending on whether the salary benefit negotiations have been concluded for the next salary year as provided for in Article 8 of this agreement.

9.08 Notwithstanding anything in this Article 9 otherwise provided where the recommendation of the Chief Librarian to the LSPC is opposed by the staff member before the LSPC under Articles 9.06.3 or 9.06.4, the Chief Librarian shall not be a voting member of the LSPC. In such cases the Chief Librarian shall satisfy the LSPC as to the desirability of his recommendations.

ARTICLE 10 - BENEFIT PROGRAMMES

10.01 Several benefit programmes are available to staff members under the provisions of this agreement. These are: (a) pension plans (10.02); disability insurance (10.03); (c) vacations (10.04); (d) medical insurance (10.05); (e) professional expenses (10.06); (f) housing loan guarantees (10.07); (g) tuition remission (10.08); (h) group life insurance (10.09); (i) dental care benefits (10.10); and (j) leave for childbirth (10.11). See Appendix "F" for further details about the various benefit programs.

10.02.1 All staff members are required to participate in the Canada Pension Plan.

10.02.2 Participation in the Academic Pension Plan of the University of Alberta or such other plan or plans provided by the Board from time to time is a requirement for all staff members at the University.

10.03 Pending further decision of the Board and notice to the staff members, all full-time staff members are required to participate in the group total disability insurance programme. The programme is underwritten by the Teachers' Insurance and Annuity Association. Detailed regulations may be obtained from the Pensions Division of the Office of the Comptroller.

10.04.1 A staff member is entitled to an annual vacation of one (1) month (twenty-two (22) working days) except in the case of a staff member in the twenty-fifth, thirtieth and thirty-fifth year of full-time service to the University in which years the staff member is entitled to a vacation of two (2) months (forty-four (44) working days).

10.04.2 The time of vacation is to be arranged with the immediate supervisor.

10.04.3 Salary in lieu of vacation will not be paid to staff members.

10.04.4 In the event of a dispute concerning vacation time, a staff member has recourse to the Chief Librarian and Vice-President (Academic) in that order.

10.05.1 In accordance with provincial regulations, all staff members shall participate in the medical and hospitalization insurance programme offered by the Alberta Health Care Insurance Commission.

10.05.2 The Board shall pay fifty (50%) percent of the premiums for such insurance.

10.05.3 Group major medical insurance coverage by contract with Blue Cross is available to all staff members. Premiums are to be paid by the staff member.

10.06.1 The Board shall reimburse the staff member for allowable professional expenses which are not otherwise reimbursed by the University and which relate to the individual's responsibility for professional or general University duties.

10.06.2 The maximum reimbursement for such expenses shall be subject to negotiation pursuant to Article 8.

10.07.1 The Board will provide assistance for the purchase or erection of homes for staff members by guaranteeing the repayment of loans to staff members by third parties.

10.07.2 Such guarantees will be limited to the value of the equity of the staff member in the home or Ten Thousand ($10,000.) Dollars, whichever is the lesser.

10.07.3 The home must be within fifteen (15) miles from the municipal border of Edmonton.

10.07.4 This benefit is available only within five (5) years from the date of first appointment to the University.

10.07.5 Satisfactory guarantees must be provided to the University by the staff member and/or homeowner.

10.07.6 The Board's contingent liability arising out of assistance granted under this Article shall be limited in total to such sum as the Board from time to time determine.

10.08.1 The Board will remit tuition for a staff member who with approval of the Chief Librarian enrols in classes, either credit or non-credit, offered by the University.

10.08.2 Such remission will be limited to a maximum of one (1) course per academic session.

10.09 Pending further decision of the Board and notice to the staff member, the Board will pay the premium on the first half of the group life insurance programme which is issued to the Association by Occidental Life Insurance Company. Detailed regulations may be obtained from the Office of the Comptroller.

10.10 Pending further decision of the Board and notice to the staff member, the Board will pay the premium for participation in the Dental Care Benefits Plan.

10.11 The Association has negotiated with the Board for a fund to permit staff to obtain replacements during leave for childbirth.

10.12.1 When a staff member is on leave, the following rules shall apply with respect to participation in benefit programs during the leave period.

10.12.2 Staff members on professional development leave, assisted leave, and leaves with full pay are eligible to participate in all employee benefit programs while on such leaves provided such participation is allowed under the particular benefit programs and in accordance with the regulations of those programs.

10.12.3 Staff members on leave without full pay are normally not eligible to participate in the employee benefit programs while on such leaves. Under certain circumstances and in the case of certain benefit programs, participation of the staff member is permitted provided that the staff member pays the University's portion of the benefit costs.

10.13 Detailed regulations with respect to participation in benefit programs while the staff member is on leave are to be found in Appendix "F".

ARTICLE 11 - APPEALS

11.01.1 There shall be a General Appeals Committee.

11.01.2 The General Appeals Committee shall hear appeals from decisions of Library Tenure Committees not to offer a staff member a further appointment upon the termination of a probationary appointment, except in the case mentioned in 6.04.3

11.01.3 The General Appeals Committee shall hear appeals from decisions of the LSPC to deny increments or to award increments which are less than a single increment. The Committee shall also hear appeals from decisions of the LSPC to deny promotion.

11.01.4 The General Appeals Committee shall hear appeals from decisions of the Chief Librarian or of the Vice-President (Academic) to effect discipline under Article 12A of the agreement. Appeals can be made against decisions to discipline, against the penalty imposed, or both.

11.02 The General Appeals Committee shall be composed of:

(a) the Vice-President (Academic) as Chairman, except in cases of appeals from decisions which the Vice-President (Academic) has made for discipline under Article 12A, in which cases the President shall be Chairman, and

(b) five (5) members selected from the panel established by clause 11.03 of whom one (1), but not more than one (1), shall be either a Dean or a Department Chairman.

11.03 General Faculties Council shall elect a panel comprising twelve (12) full-time faculty members, two (2) Deans and two (2) Department Chairmen. Members shall serve in rotation or as able to serve by availability on dates of hearings. The determination of the composition of any committee shall be the responsibility of the Vice-President (Academic) or of the President as the case may be and that decision shall be final.

11.04.1 In the consideration of appeals under 11.01.2 and 11.01.3, the General Appeals Committee may:

(a) dismiss the appeal, or

(b) allow the appeal, or

(c) remit the case to a Library Rehearing Committee for rehearing.

11.04.2 In the consideration of an appeal under 11.01.4, the General Appeals Committee may:

(a) dismiss the appeal, or

(b) allow the appeal and thereby cancel the disciplinary action, or

(c) allow the disciplinary action to stand but vary the penalty or penalties imposed.

11.04.3 The decision of the General Appeals Committee to dismiss an appeal is final and constitutes the decision of the board in the matter under consideration.

11.04.4 The decision of the General Appeals Committee to allow an appeal, subject to the provisions as hereinafter set forth with respect to rehearing of the case, is final and constitutes the decision of the Board on the matter under consideration.

11.04.5 The decision of the General Appeals Committee to vary the penalty or penalties imposed is final and constitutes the decision of the Board on the matter under consideration.

11.04.6 The General Appeals Committee may dismiss an appeal based on procedural error or defect, if it is satisfied that no substantial wrong or miscarriage of justice has occurred.

11.04.7 Detailed procedures to be followed by the General Appeals Committee are attached to this agreement as Appendix "G".

11.05.1 If the appeal is allowed by the General Appeals Committee, the LTC or LSPC, i.e. the committee appealed from, may within thirty (30) days of the General Appeals Committee decision require that the case be reheard by a Library Rehearing Committee.

11.05.2 As required, Library Rehearing Committees shall be established pursuant to Appendix H or such variations as Library Council may make and file with the Vice-President (Academic) and the Association. The function of such Library Rehearing Committees shall be to make the decision which the LTC or LSPC should have made. The detailed procedures to be followed by a Library Rehearing Committee are appended hereto as Appendix H.

11.05.3 A Rehearing Committee shall consist of five (5) members, at least two (2) of whom shall be professional librarians.

11.05.4 No member of the LTC or the LSPC appealed from or the General Appeals Committee is eligible to serve as a member of a Rehearing Committee.

11.05.5 The President shall appoint a person to serve as Secretary to the Rehearing Committee and such person shall be charged with the obligation of convening meetings, notifying interested persons of the time and place thereof, and generally of ensuring that the procedures of this agreement or as set by the Library Council are complied with.

11.05.6 A Rehearing Committee shall hear the matter de novo.

11.05.7 The decision of a Rehearing Committee is not subject to appeal and constitutes the decision of the Board on the matter under consideration.

11.06.1 An appeal from a decision of the LTC must be filed with the Chairman of the General Appeals Committee on or before January 15 next following the decision of the LTC; the decision of the General Appeals Committee in such a case will be rendered as soon as reasonably possible thereafter and not later than April 15 next following.

11.06.2 An appeal from a decision of the LSPC must be filed with the Chairman of the General Appeals Committee on or before July 31 next following the decision of the LSPC; the decision of the General Appeals Committee in such a case will be rendered as soon as reasonably possible thereafter and not later than September 30 next following.

11.06.3 Notwithstanding the provisions of 11.06.1 and 11.06.2, in the event that a case is to be reheard by the Library Rehearing Committee in accordance with the provisions of clauses 11.04.1(c) or 11.05.1, the decision of the Library Rehearing Committee shall be rendered as soon as reasonably possible following the decision that the case be reheard.

11.06.4 An appeal from a discipline decision by the Chief Librarian or the Vice-President (Academic) must be filed with the Chairman of the General Appeals Committee within thirty (30) days of the date on which the decision was made.

11.07 When the President of the University after consultation with the President of the Association deems the matter to be sufficiently controversial, the President of the University may rule that the appeal shall not be heard by the General Appeals Committee but shall be heard by an External Committee. Where the President has so acted, the staff member and the Library Committee shall each name one member to the External Committee which member may not be a member of the Library, but who shall be a member of the academic staff at a University, including The University of Alberta. The two members so named shall jointly choose a Chairman. If they are unable to do so within fourteen (14) days of the President's action, the choice of Chairman shall be made by the President in consultation with the President of the Association. To the extent reasonably possible, the External Committee so formed shall be governed by the procedures set forth for a Rehearing Committee. The decision of the External Committee is not subject to appeal and constitutes the decision of the Board on the matter under consideration.

018

ARTICLE 12 - DISMISSAL

12.01 In any case where a member of the University community believes that good and sufficient case exists for dismissal against a staff member, such person shall formulate in writing the grounds for such action and deliver them to the appropriate officer of the University. Where the action is lodged by a person other than a University official the grounds shall be delivered to the Chief Librarian. Where the action is initiated by the Chief Librarian the action shall be delivered directly to the President.

12.02 Where the Chief Librarian receives an action, the Chief Librarian may dismiss the case if the action is deemed to be frivolous. Where the Chief Librarian considers that the action is not frivolous, the action will be delivered to the President. The Chief Librarian, as the case may be, shall inform the staff member against whom the action is brought of the action.

12.03 Where the President considers a case not to warrant further action the President may so advise the person bringing the action and the staff member and the matter ends. Where the President considers that good and sufficient cause exists for the dismissal of a staff member or where the President considers that a case warrants further action, the President shall act according to the following procedures.

12.04 The President shall arrange a meeting with the Chief Librarian or such other administrative personnel as is appropriate. If the staff member against whom an action has been laid holds an administrative position the President shall arrange a meeting with such persons as are appropriate. If after such a meeting or meetings the President considers the case not to warrant action the President shall so advise the person bringing the action and the matter shall end. The staff member shall be informed of the action.

12.05 In any case where the President is not convinced one way or the other by the evidence presented the President may, after consultation with the President of the Association, establish a three-member committee which shall be empowered to investigate the matter to determine whether a prima facie case exists. On the basis of the investigation the President shall decide whether the action should be commenced or ended.

12.06 If after such meeting or meetings the President considers the case warrants dismissal, the President shall deliver to the staff member a copy of the written grounds and appoint a time to discuss them with the staff member. The staff member may be accompanied at such discussion by one other person of the staff member's choice. The President also has such right. If either the President or the staff member decides to be accompanied the other shall be advised of that intention one (1) week in advance of the meeting.

12.07 Within a reasonable time after the meeting with the staff member, or after receiving the report of the Investigation Committee, the President shall notify the staff member in writing either that the matter will not proceed further or that the staff member be dismissed on grounds included in the written submission or such grounds as may be specifically stated in the notification. Appropriate administrative personnel shall be given copies of such a letter. The President shall forward the recommendation to the Board and recommend dismissal.

12.08 When the President has recommended to the Board that a staff member be dismissed, the staff member may within ten (10) days following receipt thereof, request of the Board in writing through the President that the dispute be submitted to arbitration. In such a case the Board shall initiate arbitration proceedings. In default of such a request the Board may proceed with the recommendation as it sees fit.

12.09 Upon a request for arbitration the matters in dispute shall be whether the grounds stated for the dismissal are established to the reasonable satisfaction of the Arbitration Board and, if so, whether they constitute good and sufficient cause for the dismissal. The Arbitration Board may also deal with such other matters as the President and the staff member may agree to submit to the Arbitration Board. In accordance with this decision thereon, the award of the Arbitration Board shall be that the staff member be dismissed for cause or that the action be dismissed. The award of the Arbitration Board shall be final and binding upon the Board and the staff member. When the Arbitration Board has reached its decision, it shall immediately notify by registered mail both the President on behalf of the Board and the staff member of its award and its recommendations, if any, and of its reasons for the decision with the letter for the staff member being sent to the home address of the staff member. If the award is that the staff member stands dismissed for cause then the President shall notify the staff member by registered mail at the home address of the staff member of the details of the dismissal, including the effective date on which the Arbitration Board gave the notice of its award.

12.10 The Arbitration Board shall consist of three (3) persons:

one to be appointed by the President on behalf of the Board;

one to be appointed by the staff member:

and a third arbitrator who shall be Chairman agreed upon in writing by the first two arbitrators. In the event that the first two arbitrators cannot agree a third arbitrator shall be appointed by a Judge of the Supreme Court of Alberta upon the application of either arbitrator.

The award of any two of the arbitrators shall be the award of the Arbitration Board. If either party shall refuse or neglect to appoint an arbitrator within ten (10) days after the one party shall have appointed an arbitrator and served written notice upon the other requiring him to appoint an arbitrator then upon such a failure the party making the request and having himself appointed an arbitrator, may apply to the Supreme Court of Alberta or a Judge thereof to appoint an arbitrator to act on behalf of the party so failing to appoint and the arbitrator so appointed by the Court or a Judge thereof may proceed and act in all respects as if such arbitrator had been appointed by the party so failing to make such an appointment.

12.11 The Arbitration Board shall give not less than seven (7) days' notice in writing of the time and place of the hearing of the dispute to the staff member and to the President (who, for the purposes of the proceedings shall be deemed to be the Board) and the President shall furnish to the Arbitration Board all relevant records of the University. Both the member and the President may be represented by an agent or by legal counsel. The hearing shall be in camera. The Arbitration Board shall put before the hearing all records and information its members have taken into consideration. Each party shall have the right, either personally or by agent or counsel, to adduce evidence, to call and examine witnesses, to cross-examine witnesses and to address the Arbitration Board. The Arbitration Board shall have the right to call and examine witnesses and to cross-examine witnesses. If in any case any witness is not available at the time of the hearing, the Arbitration Board may in its discretion accept a Statutory Declaration from the witness in respect of such of the facts of the matter as are within the witness's knowledge. The Arbitration Board may proceed with the hearing notwithstanding the absence of the staff member or of the President if both have been given the prescribed notice of the hearing. The burden of proof of justification for dismissal rests on the President. The Arbitration Board shall determine the procedures to be followed and is not bound by the laws of evidence or the procedures of Court nor need it require that witnesses be sworn. In other respects, and except as hereinbefore specifically provided, the provisions of The Arbitration Act of the Province of Alberta shall apply to the arbitration and the foregoing provisions shall be deemed to be a submission to arbitration within the meaning thereof.

12.12 The costs of the arbitration are to be awarded by the arbitrator in accordance with the terms of The Arbitration Act of the Province of Alberta.

ARTICLE 12A - DISCIPLINE

12A.01 Complaints of conduct unbecoming a staff member shall be directed to the Chief Librarian if the complaint is lodged by a person within the University Library or another member of the University community or to the Vice-President (Academic) if the complaint is lodged by the Chief Librarian. Such a complaint shall be in writing with a copy to the staff member concerned.

12A.02 The Chief Librarian or Vice-President (Academic), as the case may be, may decide not to proceed with the complaint. Should this be the decision, he or she shall advise the complainant of this decision, in writing. The matter shall end at that point.

12A.03 If the Chief Librarian or Vice-President decides to investigate the complaint he or she shall advise the staff member, the complainant, and the Association of the complaint and of the grounds thereof, in writing, and of the procedures to be followed in carrying out such an investigation.

12A.04 In the event that an investigation of the matter is to be carried out in accordance with clause 12A.03, the staff member has the right to present his or her case to the Chief Librarian or Vice-President (Academic) in person or in writing, or both.

12A.05 If, after carrying out the investigation, the Chief Librarian or Vice-President (Academic) is of the view that the complaint was not justified, he or she shall so advise the staff member, the complainant and the Association of that decision, in writing, and the matter shall end at that point.

12A.06 If, after carrying out the investigation, the Chief Librarian or Vice-President (Academic) is of the view that the complaint was justified, he or she shall so advise the staff member, the complainant and the Association of that decision, the reasons for the decision and of the penalty to be imposed, in writing.

12A.07 The penalty imposed under 12A.06 shall be appropriate under the circumstances and may be one or more of the following:

(a) a letter of reprimand or censure;

(b) a financial restitution where damage to property has occurred;

(c) a financial penalty where other damage has occurred.

Notification of the above shall be placed on the permanent file of the staff member.

12A.08 The decision of the Chief Librarian or Vice-President (Academic) under clauses 12A.02, 12A.05 or 12A.06 shall constitute the decision of the Board.

12A.09 A staff member who feels (1) that the decision reached under clause 12A.06 is unwarranted or (2) that the penalty imposed under 12A.07 is not appropriate, may appeal either (1) or (2) or both, to the General Appeals Committee.

12A.10 At any stage in the proceedings prior to the reaching of a decision by the Chief Librarian or Vice-President (Academic) where it is considered that an action for dismissal shall be commenced, proceedings under this Article 12A shall cease and the provisions of Article 12, Dismissal, shall apply.

12A.11 Nothing in this Article shall restrict the President from exercising his or her discretion according to Section 19(4) of The Universities Act to suspend with pay a staff member. Where such action is invoked, however, the President shall immediately institute disciplinary actions according to the provisions of this Article 12A or of dismissal provisions under Article 12.

ARTICLE 13 - GRIEVANCE

13.01 A grievance is an allegation or a complaint that there has been a violation or improper application of the terms of this agreement. It specifically excludes those matters for which appeal procedures are provided by this agreement. Only the Association may present a grievance. A staff member wishing a grievance to be presented is referred to the Association, whose decision as to whether to present a grievance or not is final.

13.02 The grievance shall initially be presented to the administrative official at the lowest administrative level competent to deal with it.

13.03 In the event that there is no informal resolution of the grievance the Association shall reduce the grievance to writing, stating the facts giving rise thereto and the relief or remedies sought. Such written grievance shall be submitted to the Chief Librarian or if the Chief Librarian was involved in the informal meeting, to the Vice-President (Academic).

13.04 The Chief Librarian or the Vice-President (Academic) shall investigate the matter in such manner as such person deems appropriate and shall submit a written report within fourteen (14) days to the Association with a recommendation for a resolution of the dispute.

13.05 The report and the recommendations of the Chief Librarian or the Vice-President (Academic) shall be deemed accepted by the Association and a satisfactory resolution of the grievance effected unless within seven (7) days of receipt thereof the Association notifies the Chief Librarian or the Vice-President (Academic) to the contrary. If such a notification is given, the Association and the President shall meet within seven (7) days thereafter to attempt to resolve the grievance.

13.06 In the event that the President and the Association are unable to resolve the grievance within seven (7) days of their meeting, then either the President or the Association may refer the matter to arbitration pursuant to Article 35 of this agreement for a decision.

13.07 Times in this Article 13 may be abridged or extended by mutual consent.

ARTICLE 14 - INTERPRETATION

14.01 The Association or the Board may present a question of interpretation of this agreement.

14.02 The Vice-President (Academic) and a representative of the Association shall meet within fourteen (14) days to attempt to resolve the question. If both parties agree to a resolution of the issue, the interpretation so made shall govern this agreement.

14.03 Such an interpretation shall be forwarded in writing to all members of the Agreement Review Committee. If any such member so requests within fourteen (14) days of having received such notice, the matter shall be referred to the Agreement Review Committee for review and final decision.

14.04 In the event that the question cannot be resolved by the meeting referred to in clause 14.02, either party may refer the matter to the Agreement Review Committee. The Agreement Review Committee shall be convened within fourteen (14) days of notification that the informal procedure above mentioned has failed to achieve a resolution. If the Agreement Review Committee is in agreement concerning the resolution of the issue, the interpretation so made shall govern this agreement. In the event that the Agreement Review Committee is unable to agree on an interpretation, the matters in dispute shall be referred to arbitration pursuant to Article 35 of this agreement for decision.

ARTICLE 15 - COPYRIGHT

15.01 The University is the owner of the copyright and all copyright works produced by a staff member who has been engaged by the University to prepare such works for the University or part of whose normal responsibilities to the University is the preparation of such works.

15.02 Annexed hereto as Appendix "H" is a copyright agreement which sets forth the rights, duties and obligations of the University and of the staff member with respect to the copyright and other rights in works produced by staff members.

15.03 Except for the cases referred to in clause 15.01 and subject always to the applicability of the copyright agreement referred to in clause 15.02 the University waives, disclaims and abandons all right, title, interest or estate in a copyright work produced by a staff member.

15.04 Staff members are encouraged to enter into separate copyright agreements with the University and the copyright agreement referred to in clause 15.02 applies only in those cases where individual contracts have not in fact been negotiated and executed.

ARTICLE 16 - PATENTS

16.01 If a staff member in the course of the staff member's normal University program makes an invention or discovery which has patent possibilities and the staff member wishes to apply for a patent, the staff member may do so either as an individual independent of the University or via the University's patent plan. Details with respect to the University's plan may be obtained from the Research Grants and Contracts Office.

ARTICLE 17 - RESIGNATION

17.01 A staff member intending to resign shall submit a formal letter of resignation to the Chief Librarian not later than four (4) months before the effective date of resignation. Resignations with notice of less than four (4) months or directed to a University officer other than the Chief Librarian, may be accepted at the discretion of the University.

17.02 The Chief Librarian shall submit a recommendation to the Vice-President (Academic) together with a letter of resignation. The acceptance of a resignation by the University shall be effected by the Vice-President (Academic).

ARTICLE 18 - RETIREMENT

18.01 The normal retirement date for a staff member will be 30 June following the attainment of age sixty-five (65) or 31 August for those staff members who were employed in anticipation of an end of year date being 31 August.

ARTICLE 19 - DEATH IN SERVICE

19.01 In the event of the death of a staff member, the University will pay to the staff member's estate the staff member's salary for the month in which the staff member dies plus one (1) additional month's salary regardless of the month in which the staff member dies. Such payment will be in full payment of salary and vacation entitlement.

19.02 Pending further decision of the Board with notice to staff members, the Board will provide an insurance policy which will pay to the estate of the staff member or to the staff member the sum of Fifty Thousand ($50,000.00) Dollars for any accident resulting in death or up to Fifty Thousand ($50,000.00) Dollars for any accident resulting in dismemberment or loss of sight in consequence of and during the course of any trip while on University business, subject always to the terms and conditions of the insurance policy. Details may be obtained from the Office of the Comptroller.

ARTICLE 20 - SICKNESS

20.01 Absence from duties as a result of a short duration illness (less than four (4) weeks) is a Library matter. The Chief Librarian shall be informed of such absences so as to enable arrangements to be made to fulfill duties during the absence. A staff member shall inform the Chief Librarian of the illness as soon as possible and shall provide an estimate of the length of the absence. The Chief Librarian may require the staff member to submit a medical certificate covering the illness. Full salary will be paid to the staff member during such short duration illness.

20.02 In the event that a staff member has been ill and absent from duties for a period of four (4) weeks, the Chief Librarian must file an absence report with the Vice-President (Academic). The report must contain a medical certificate covering the illness as soon as possible and shall provide an estimate of the length of absence. Full salary will be paid to the staff member during such long term illness, but such salary will not be paid for more than twenty-six (26) weeks of absence in aggregate for each illness, except as set out in 20.03. The period of absence will be calculated from the first day of absence even though the illness may have been expected to be short term at the time.

20.03 In the event that the illness of a staff member exceeds or is expected to exceed twenty-six (26) weeks, the staff member shall apply for benefits under the total disability insurance program. **(See 10.03)** Where benefits under this program are not available to the applicant then, in the event that the illness exceeds twenty-six (26) weeks, the University will pay half salary to long service staff members in accordance with the following schedule:

(a) Where the staff member's service is more than ten (10) years but less than fifteen (15), the staff member is eligible for up to an additional fifteen (15) weeks leave at half salary.

(b) Where the staff member's service is fifteen (15) years or more, the staff member is eligible for up to an additional twenty-six (26) weeks leave at half pay.

(c) Where the staff member's service is ten (10) years or less, the staff member is eligible for no additional pay.

20.04 In no case will salary continue to be paid to a staff member who is receiving benefits under the total disability insurance program.

ARTICLE 21 - TERMINATION ON THE BASIS OF REDUNDANCY AND FINANCIAL EXIGENCIES

21.01 The appointment of a staff member may be terminated where

(a) financial exigencies exist which appear to be long term, or

(b) changes in Library priorities such that certain positions are redundant.

21.02.1 A termination under this Article shall not be made unless prior thereto the Board and G.F.C. have agreed that either or both of the situations described in 21.01(a) and (b) exist and in the case of redundancy, relocation of the staff member within the University is not possible, or if possible, is not acceptable to the staff member.

21.02.2 Procedures to be followed for making such decisions shall be established by the Board on the advice of G.F.C.

21.02.3 The Association shall be informed of all formal discussions on such matters and shall have the right of attendance and non-voting representation on all committees and decision-making bodies.

21.03 Contemporaneously with the Board and G.F.C. agreeing as to the existence of the situations described in 21.01 (a) and/or (b), the Board, in the case of financial exigency, shall indicate the dollar value by which the University's expenses for salaries and benefits of academic staff is to be reduced and G.F.C., in the case of redundancy, shall indicate the number of appointments rendered redundant and the departments, divisions or areas affected.

21.04 Guidelines for determining which staff member appointments are to be terminated shall be established by G.F.C. and shall be implemented according to procedures established by the Library Council.

21.05 The President shall establish a special committee (upon which the Association at its option may have an observer) to:

(a) review the implementation of the G.F.C. guidelines, and

(b) ameliorate the effects and consequences of financial exigency and/or redundancy on staff members affected, including aid in relocating staff members in other institutions, and

(c) recommend to the Board that aid to staff members affected by this Article be provided in one of the following ways:

(i) in lieu of terminating an appointment, that the Board offer to relocate the staff member elsewhere within the University where the qualifications and experience of the staff member warrant such relocation, or

(ii) in lieu of terminating an appointment, that the Board offer to grant the staff member up to twenty-four (24) months' leave with pay to prepare the staff member for a relocation elsewhere within the University where the qualifications and experience of the staff member together with the additional preparation, as aforesaid, will warrant such a relocation, or

(iii) that the Board pay to the staff member affected, severance pay of not less than twelve (12) months' salary, plus one (1) additional month's salary for each two (2) years or service as a staff member at the University in excess of six (6) years.

21.06 The Board shall give to a staff member whose appointment is being terminated under this Article, not less than seven (7) months' notice of such termination.

21.07 Staff members whose appointments have been terminated for redundancy under this Article, shall be notified if, within four (4) years of such termination, the redundant position is reinstated. Such persons shall, on request, be considered for appointment to fill the reinstated position.

ARTICLE 22 - LEAVES

22.01 The regulations under this Article apply to all types of leave as enumerated in Articles 23, 24, 25 and 26.

22.02 Leaves are not awarded automatically. Application for leave is made by the staff member and approved by the appropriate officer or body.

22.03 During the period of leave a staff member will be entitled to all staff benefits and privileges except such as may be excluded in the terms of the leave or of the benefit regulations.

22.04 Leave will not normally be granted during a staff member's initial probationary appointment. Should leave be granted to a staff member during any probationary appointment, the term of the probationary appointment will be extended in accordance with the provisions of clause 6.02.7.

ARTICLE 23 - ASSISTED LEAVE

23.01 Staff members may be given assisted leave to aid them in pursuing graduate study. Such assistance is granted with the specific needs of the University in mind and the number of such leaves may be limited in any one year. The period of leave for which assistance is given by the University is normally one (1) year; six (6) month leaves are also possible. Leaves must begin either January 1 or July 1.

23,02 The grant for a full year of assisted leave is one half (1/2) of the minimum salary of the rank of Librarian II at the commencement of leave. A full grant, however, will be made only when other aid in the form of scholarship, bursary or forgiveable loan is not obtained. When outside aid is obtained, one half (1/2) of the net amount thereof will be deducted from the full assisted leave grant. Net amount means the total outside aid less any tuition and registration fees.

23.03 A staff member who receives less than the full grant in any one year and continues studies in the following year may apply on the merits of the case to receive an additional grant in the succeeding year. This will be the lesser of the two amounts below:

(a) the full grant at the time of the commencement of the leave less the amount received from the University in the first year; or

(b) the full grant at the time of the commencement of the leave less one half (1/2) of the net amount of outside aid received in the subsequent year.

23.04 A staff member in receipt of assisted leave may not accept paid employment and is expected to devote full time to the staff member's studies.

23.05 Applications for assisted leave shall be made to the Chief Librarian and shall be considered in accordance with procedures approved from time to time by the Vice-President (Academic).

23.06 In special cases travel allowances may be granted upon application, through the Chief Librarian to the Vice-President (Academic), to assist staff members to complete the requirements for the degrees of Ph. D. or its equivalent, An example of a case where such an allowance might be granted is where the staff member is required to defend a doctoral dissertation. This provision is for short periods only. The staff member is required to make necessary arrangements with the Chief Librarian with regard to the period the staff member must be away from the campus.

23.07 The staff member must sign an agreement undertaking to return to the service of the University for two (2) years on completion of leave period or, alternatively, to refund one twenty-fourth (1/24th) of the financial assistance received from the University for each month of the two (2) year period not served. The amount to be repaid in default of other arrangements may be deducted from the staff member's salary entitlement.

ARTICLE 24 - POLITICAL LEAVE

24.01 A staff member who decides to be a candidate in an election for public office and who would require leave from duties if elected to such office should make application for political leave - without pay - in anticipation of being elected. Should the staff member's application for leave be approved, it would be conditional upon the staff member being elected.

24.02 Application for political leave shall be made to the Vice-President (Academic) through the offices of the Chief Librarian. Applications may only be denied for professional reasons.

24.03 The leave period for a staff member who has been elected to the Provincial Legislature will be that period of each year in which the staff member sits in the Provincial Legislature or is otherwise occupied with duties as an elected representative. The staff member may, however, request that the leave be for the life of the Provincial Legislature.

24.04 The leave period for a staff member who has been elected to the House of Commons will be for the life of the federal parliament.

24.05 The leave period for a staff member who is appointed a Minister of the Crown shall be for the tenure of the office.

24.06 The leave period and other leave arrangements for a staff member who is elected to municipal or other local government shall be appropriate to the circumstances. The Vice-President (Academic) is authorized to approve such arrangements.

24.07 When a term of office expires the staff member shall present himself or herself for duties at the University and return to full pay. Where a second term of office is contemplated the staff member must reapply for a second or subsequent leave.

ARTICLE 25 - PROFESSIONAL DEVELOPMENT LEAVE

25.01 From time to time leaves of absence from duties for the purpose of the professional development of staff members may be granted. Such leaves shall not be, in the normal case, for the purpose of advanced study for which leave may be granted pursuant to Article 23.

25.02 Applications and programmes for professional development leave shall be considered by a special professional development leave committee established by the Chief Librarian.

25.03 Leave may be awarded by the Chief Librarian on the advice of the professional development committee to staff members where the programme is deemed advantageous to the operation of the Library.

25.04 Programmes may be submitted to the committee by the Chief Librarian on behalf of individuals whom he wishes to recommend for such purposes. Applications and programmes may also be submitted by individual staff members.

25.05 Professional development leave may be granted for such terms and in such numbers as may be determined by the committee. Such leave shall be limited to not more than three (3) percent (FTE) of the professional staff of the Library.

25.06 A staff member will continue to receive salary and benefits during the period of leave.

25.07 The staff member must sign an agreement undertaking to return to the service of the University on completion of the leave for a period equal to the leave period or, alternatively, to refund the salary received during the leave.

25.08 Within two (2) months of the end of ta period of Professional Development leave the staff member is required to submit a report concerning activities while on leave. Copies of the report are to be submitted to the staff member's supervisor and the Chief Librarian.

ARTICLE 26 - OTHER LEAVE

26.01 Staff members may be granted leave with pay, with partial pay or without pay for prescribed periods and purposes. Staff members may also on occasion be seconded to other employers or agencies. Application for leave should be submitted by the applicant to the Vice-President (Academic) through the office of the Chief Librarian where appropriate. The recommendation of the Chief Librarian will be appended to the application. The Vice-President (Academic) has the authority to approve such leaves on behalf of the University.

ARTICLE 27 - INDEBTEDNESS TO THE UNIVERSITY

27.01 Where a staff member is indebted to the University and where other arrangements have not been made with respect to repayment, the University is entitled to deduct the amount of such debts incurred by a staff member from the salary due and payable to that member.

ARTICLE 28 - DETERMINATION AND PERFORMANCE OF DUTIES

28.01 The appointment of a staff member is on a twelve (12) month per year basis, of which one (1) month shall be the vacation period.

28.02 The Chief Librarian shall assign the duties of staff members and see that such duties are carried out as required.

28.03 In the event of a dispute between the staff member and the Chief Librarian with respect to the staff member's duties or the performance thereof, a staff member has recourse to the Vice-President (Academic) and to the President, in that order.

28.04 A staff member is required to submit an annual report covering his or her University activities during the previous year. The report is to be submitted to the Chief Librarian. The format of the report, the period covered, the date of submission, and detailed regulations governing the report shall be determined from time to time by the Library Council.

ARTICLE 29 - SUPPLEMENTARY REMUNERATION AND OUTSIDE PROFESSIONAL ACTIVITIES

29.01 Under certain circumstances it is appropriate for staff members to assume responsibilities at the University in addition to their regular duties and for which they may receive additional remuneration. Normally, these are duties which are performed outside regular office hours, e.g. lecturing in evening session, extension, etc. Requests to assume such additional responsibilities must be approved by the staff member's immediate supervisor and the Chief Librarian.

29.02 A staff member who proposes to engage in activities outside the University which are related to his or her duties at the University or which are of a consulting nature, whether during regular University office hours or not, shall so inform his or her immediate supervisor. Where the proposed activities are during regular office hours, the permission of the supervisor must be obtained prior to the staff member undertaking the activities. Where University facilities are proposed to be used in the conduct of the outside activities, the permission of the supervisor must be obtained prior to the staff member utilizing such facilities. If the staff member expects to make extensive use of such facilities, the staff member may be required to reimburse the University for such use.

29.03 Care must be taken by the staff member that the outside activities are not in conflict of interest with the University duties.

ARTICLE 30 - RESEARCH

30.01 Certain specialist librarians may have duties and responsibilities at the University which include an active research program, it may be possible to obtain funds from various granting agencies outside the University and the staff member is encouraged to seek financial assistance.

30.02 In the event that a staff member is successful in obtaining financial assistance from an outside granting agency for the research program, the staff member must abide by the regulations governing such arrangements as established from time to time by the Faculty of Graduate Studies and Research. Detailed regulations may be obtained from the Research Grants and Contracts Office.

30.03 Without restricting the generality of the foregoing, the following specific rules apply to the administration and control of research grants and contracted research (hereinafter referred to as "research funds"):

(a) Research funds are considered to be University funds and are to be administered and accounted for by the University in accordance with the regulations pertaining thereto, regardless of the fact that the granting agency may have made the grant in the name of the applying staff member.

(b) The staff member may receive remuneration from the research funds above and beyond the staff member's University salary, provided that such is permissible within the conditions of the research funds, and further provided that such is allowed under University research regulations.

(c) Persons working under the provisions of research funds are University appointees and the regulations, salary scales, employee classifications, etc. of the University shall apply to the extent permissible under the terms of the research funds.

(d) In the event that a staff member who has received research funds resigns from the University and has not accounted for all of the expenditures made from the research funds in accordance with the regulations and where appropriate arrangements for repayment have not been made prior to the effective date of the resignation, the University is entitled to deduct the amount of such a debt from the salary due and payable to the staff member.

(e) Where the University is expected to provide facilities, space, equipment or administrative assistance or where there is to be participation in the activity by students or postdoctoral fellows in the carrying out of the research, the University may require that a contract be negotiated through the President or delegate.

ARTICLE 31 - ASSOCIATION OF THE ACADEMIC STAFF OF THE UNIVERSITY OF ALBERTA

31.01 Staff members on appointment become members of the Association of the Academic Staff of The University of Alberta (AASUA). Fees shall be deducted from the staff member's salary cheque unless the staff member in each year in writing requests the Comptroller not to make such deductions.

ARTICLE 32 - UNEMPLOYMENT INSURANCE

32.01 All staff members are required to participate in the Unemployment Insurance Program.

32.02 Subject to the provision of satisfactory indemnities, the Board agrees to make available to the Association any rebates provided by the Unemployment Insurance Commission to the University when such rebates occur because the University provides superior benefits to those available under the unemployment insurance program.

ARTICLE 33 - WORKERS' COMPENSATION

33.01 The Board will provide Workers' Compensation coverage in accordance with the Alberta law for all staff members.

ARTICLE 34 - GENERAL LIABILITY INSURANCE

34.01 The Board has in place a General Liability Insurance Policy to protect the University and its staff members against certain risks to certain limits. A copy of the Policy has been delivered to the Association. The Board continues to review the Policy to vary coverages and limits. Staff members are encouraged to apprise themselves of the existing University coverage and, where University coverage is not adequate to the needs of individual staff members, such staff members should make their own insurance arrangements.

ARTICLE 35 - ARBITRATION

35.01 Where, pursuant to this agreement, a matter, a dispute or difference (a dispute) is or may be referred to arbitration for decision, resolution or award (a decision), it shall be referred to a single arbitrator who, subject to the provisions of this Article 35, shall conduct the arbitration in accordance with the provisions of The Arbitration Act of the Province of Alberta and such reference shall be deemed a submission to arbitration.

35.02 The arbitration shall be heard by an arbitrator appointed by the agreement of the Association and the Board and, failing agreement, by a Judge of the Supreme Court of Alberta on the application or either party to the arbitration.

35.03 The arbitrator shall hear and determine the dispute and issue a decision which shall be final and binding upon the parties to the arbitration.

35.04 The arbitrator shall notify the Board and the Association in advance and, after such notification, shall have the right to enter any premises where anything is taking place or has taken place concerning any of the disputes submitted to him and inspect and view any work, material or document and interrogate any person respecting any such thing or any such differences.

35.05 The Association and the Board shall each pay one-half of the remuneration and expenses of the arbitrator.

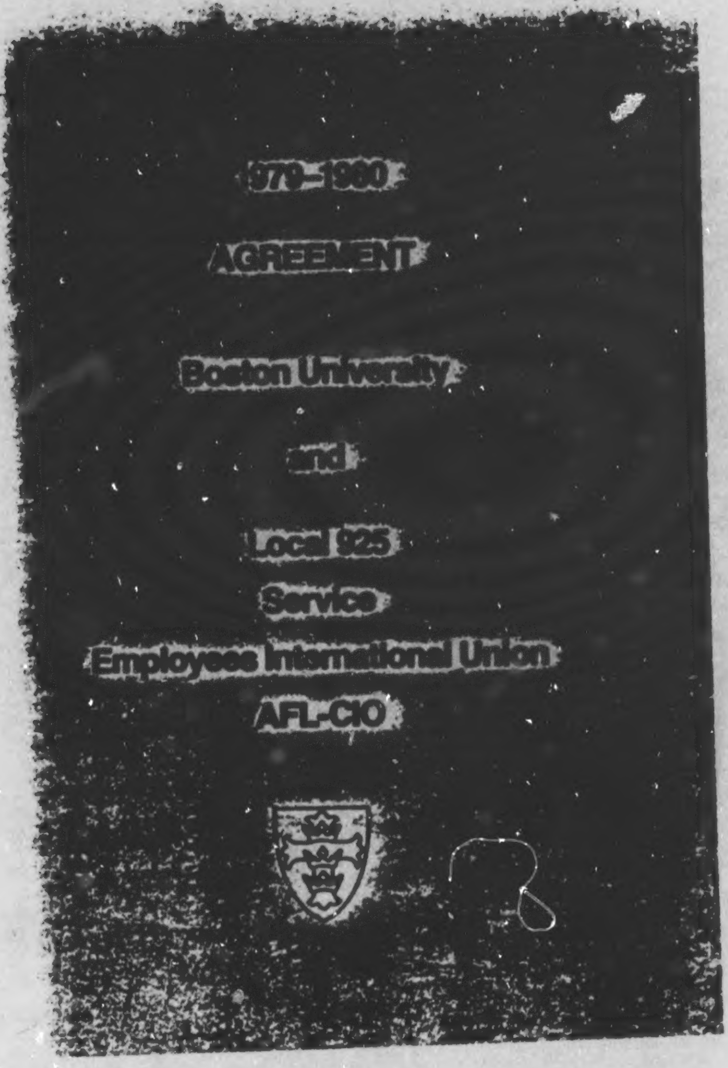
35.06 This arbitration clause does not apply to arbitration under Article 12.

ARTICLE 36 - TRANSITIONAL

36.01 In cases where a staff member on 1 July, 1976 has a right of appeal from the LSPC under the terms of the 1968 Faculty Handbook, such appeal shall be filed not later than sixty (60) days from the date on which this agreement receives final ratification, with the General Faculty Appeals Committee on Salaries and Promotions (which Appeal Committee shall continue in existence for the purpose of receiving and hearing such appeals), failing which the right of appeal shall be extinguished and the decision of the LSPC confirmed. In like manner, the Tenure Appeal Committee established under the 1968 Faculty Handbook is continued for the purpose of receiving appeals within the times therein limited and for the purpose of hearing those appeals.

36.02 Where such a General Faculty Appeals Committee on Salaries and Promotions or such a Tenure Appeal Committee requires a rehearing by an LSPC or the Library Tenure Committee, the rehearing shall be conducted by a Rehearing Committee established pursuant to Article 11 hereof. In such event, the Rehearing Committee shall be governed by the criteria applicable to the case under the 1968 Faculty Handbook but shall follow procedures as provided herein.

36.03 Where anything in the agreement requires action by the Library Council and where the Library Council has not acted prior to 1 July, 1976, policies and procedures in existence prior to 1 July, 1976 shall be carried forward and remain in effect until 1 July, 1977 or the date on which new procedures are approved, whichever is the earlier.



979–1980

AGREEMENT

Boston University

and

Local 925

Service

Employees International Union

AFL-CIO

031

INDEX

Article	Title	Page
XIII	Bargaining Unit Work	9
XXIV	Call Procedure	20
XVII	Consultation on Working Conditions	13
XXXV	Contracting Out	31
XXXII	Credit Union	29
XV	Discipline and Discharge	12
III	Dues Checkoff	2
XLIII	Duration of Agreement	36
XII	Employment, Promotion, and Transfer	8
XIV	Grievance and Arbitration	10
XVIII	Health and Safety	14
XXVII	Health Insurance	23
XXV	Holidays	20
XXVIII	Insurance Plans	23
IX	Job Descriptions	5
XXXVI	Job Elimination	31
XXXVII	Layoff and Recall	31
XXX	Leaves of Absence	24
XLI	Librarian Meetings	35
II	Maintenance of Membership	1
VI	Management Rights	4
XXXI	MBTA Pass Program	29

INDEX (cont.)

Article	Title	Page
VII	No Discrimination	5
VIII	No Strike/No Lockout	5
IV	Notification	3
XXIX	Pension Plans	24
XLII	Personnel Manual	36
XIX	Personnel Records and the Employee's Right to Privacy	15
XL	Professional Development	34
I	Recognition	1
XX	Salaries	16
XI	Seniority	7
XLIV	Separability of Provisions	36
XXXVIII	Severance Pay	32
XVI	Sexual Harassment	12
XXIII	Sick Leave/Personal Days	19
XXXIV	Technological Change	30
XXII	Tuition Remission	18
V	Union Rights	3
XXXIX	University Closing	33
XXXIII	University Facilities	30
XXVI	Vacations	21
XXI	Work Time Requirements	17
X	Workload and Temporary Assignment	6

ARTICLE I

Recognition

The Trustees of Boston University recognize Local 925, Service Employees International Union, AFL-CIO, as the exclusive collective bargaining representative of all regular, full-time, professional, non-supervisory librarians in the classifications of Librarian I, Librarian II, Librarian III, and Catalog Coordinator employed at the Mugar Memorial Library and the Libraries of Astronomy, Educational Resources, Chemistry, Biology, and Physics, at the Charles River Campus, but excluding guards, watchmen, supervisors, other professional employees, confidential employees, all technical and clerical employees as defined in the Act, and temporary, seasonal, casual and student employees.

ARTICLE II

Maintenance of Membership

All employees covered by this Agreement who are members of the Union on the date of its ratification by the Trustees of Boston University shall maintain their membership in the Union for the duration of the Agreement as a condition of continued employment, except that any such employee may withdraw from membership in the Union by so notifying the Union in writing within thirty (30) days after the date of ratification by the Trustees.

All other employees who are covered by this Agreement on the date of its ratification by the Trustees, or who thereafter become covered by this Agreement, are not obligated to join the Union as a condition of continued employment, but any such employee who after the execution date of this Agreement elects to join the Union shall maintain his/her membership therein for the duration of the Agreement as a condition of continued employment.

ARTICLE III

Dues Checkoff

The University agrees to deduct monthly the regular monthly Union membership dues from the wages earned by any employee covered by this Agreement and to remit such dues monthly to the Union, provided such employee previously has delivered a written authorization and direction to make such deduction to the University's Director of Personnel.

The authorization of the deduction of the Union dues from an employee's wages shall be voluntary on the part of the employee and may be revoked by the employee by individual notice in writing mailed by registered or certified letter to the Union and the University's Director of Personnel postmarked between May 22 and May 31, 1980, inclusive.

The Union shall indemnify the University against any and all claims, demands, suits, or other forms of liability that may arise out of action taken or not taken by the University at the Union's request for the purposes of complying with any of the above provisions.

With each remittance, the employer will provide the Union with a list of the names of employees and the dates and amounts of deductions made for each employee.

ARTICLE IV

Notification

Upon signing of this Agreement, the University will furnish the Union with a current list of bargaining unit employees showing the classification, job title, department, rate of pay and date of hire of each.

The University will transmit to the Union, on a bimonthly basis, the name, classification, job title, department, rate of pay and date of hire or date of change of any newly hired, transferred or promoted bargaining unit employee; it will also transmit the name of any bargaining unit employee whose employment has terminated and the date of termination.

ARTICLE V

Union Rights

Section 1. The University agrees to recognize one (1) Union steward and one (1) alternate steward for the bargaining unit, each of whom shall be duly designated by the Union and act as its agent. Stewards and elected officers of the Union shall be entitled to spend up to three (3) hours per month with pay to carry out the terms of this Agreement.

Section 2. The officers, stewards and organizers of the Union shall be entitled to contact employees at work on matters regarding this Agreement and its administration, providing there is no interference with University business.

Section 3. Members of the bargaining unit shall be permitted to wear Union badges, pins and stickers.

Section 4. Authorized representatives of the Union shall have access to University premises during regular working hours for the transaction of Union business and to ascertain if the provisions of this Agreement are being complied with, provided such access does not interfere with University business and prior notification is given to the University Librarian.

Section 5. The University will permit the Union to post notices of its meetings and other Union activities on one (1) bulletin board whose location will be selected by the Union and approved by the University.

ARTICLE VI

Management Rights

Except to the extent expressly abridged by a specific provision of this Agreement, the Administration reserves and retains, solely and exclusively, all of its rights to manage the University and its activities and operations.

ARTICLE VII

No Discrimination

The University and the Union agree that no person subject to this Agreement, employed or applying for employment, shall be discriminated against, except as permitted by Federal or State law, because of race, color, religion, sex, national origin, veteran status, physical handicap, or age.

ARTICLE VIII

No Strike/No Lockout

It is recognized that the need for continued and uninterrupted operation of the University is of paramount importance and that there should be no interference with such operation.

During the term of this Agreement, the University will not lockout any employee covered by this Agreement.

During the term of this Agreement, there shall be no strike, sympathy strike, work stoppage, slowdown, picketing or any other interference in the operation of the University.

ARTICLE IX

Job Descriptions

Every position within the bargaining unit shall have a job description. A job description shall be a clear, concise and accurate summary of duties, responsibilities, and requirements of the job and shall include any special conditions of employment. Though it is understood that a job description may not be all-inclusive of an employee's job duties, such unspecified duties will be limited to the employee's basic occupational category.

A complete set of job descriptions for bargaining unit positions shall be on file at the Mugar Administrative Office and at the Office of Personnel and shall be available for examination and copying by any bargaining unit employee or Union representative.

On the first day of employment, each new employee shall be furnished with a copy of his/her job description.

ARTICLE X

Workload and Temporary Assignment

An employee shall be expected to carry a reasonable workload.

As the need arises, employees may be temporarily assigned to perform other bargaining unit duties. Temporary assignments will ordinarily extend no longer than three (3) months. In the event that an employee is required to take on such temporary assignments, his/her existing workload may be reduced after consultation with his/her supervisor. In cases when an employee has voluntarily assumed extra or additional duties at the request of his/her supervisor, he/she shall have the option of dropping such duties within one (1) month.

ARTICLE XI

Seniority

Seniority is defined as the length of time a bargaining unit employee has been employed as a professional Librarian at Boston University on a regular and continuous basis in those positions now covered by this Agreement.

All new employees shall be considered probationary employees until they have been in the employ of the University for a period of four (4) months from the date of their employment. During their probationary period, employees shall have no seniority rights and may be terminated or transferred at the sole election of the University and without recourse to the grievance or arbitration provisions of this Agreement.

Upon successful completion of the probationary period, seniority and all rights under the contract will accrue retroactively to the employee's initial date of hire.

Loss of Seniority

Seniority will be lost when an employee:

(a) Terminates voluntarily;

(b) Is discharged for just cause;

(c) Is permanently laid off for nine (9) months; or

(d) Fails to return to work within two (2) weeks after receiving notification to return to work from layoff.

ARTICLE XII

Employment, Promotion, and Transfer

Section 1, Job Posting. Descriptions of bargaining unit job vacancies shall be posted within Mugar Memorial Library at least five (5) working days prior to public posting and distribution. Job postings shall include the following information: the date of the posting and the date the posting expires; department; job classification; salary range; basic function and responsibility; accurate required qualifications, including any educational requirements and applicable equivalent experience; and number of hours in the work week.

The University will make every effort to fill posted vacant positions within a reasonable amount of time. If a vacancy is not filled in thirty (30) days, the Union, upon its request, shall be informed as to the reasons.

Section 2, Filling of Vacancies. Vacancies within the bargaining unit shall be filled according to the following criteria, except where these criteria interfere with the Affirmative Action provisions of this Agreement:

(a) The University shall give first consideration for vacancies to present employees within the bargaining unit to the extent practicable before hiring new employees.

(b) Seniority shall be a major factor in all decisions concerning filling of vacancies. Other factors shall include skill, ability, and experience. Where two (2) or more qualified candidates are relatively equal with respect to their qualifications, seniority shall determine the selection.

Section 3, Peer Interviewing. The University shall continue its current practice of inviting bargaining unit members to participate in the interviewing process for any bargaining unit position. The comments of such members shall be considered by the University in making the final selection.

Section 4, Transfer/Promotion. If an employee who has transferred or been promoted to another job finds the job unsatisfactory or is unable to meet the basic job requirements, the University will make every effort to facilitate the employee's transfer to another position comparable to his/her former position.

ARTICLE XIII

Bargaining Unit Work

Employees outside the bargaining unit shall not do the work of employees within the bargaining unit except to the extent that they have done so in the past. It is recognized by both parties that both bargaining unit and non-bargaining unit employees may perform the same tasks in meeting their respective responsibilities.

ARTICLE XIV

Grievance and Arbitration

The purpose of this Article is to establish a procedure for the settlement of grievances. Except as otherwise specifically stated elsewhere in this Agreement, the term grievance means any dispute between a bargaining unit employee and the University, or the Union and the University, that involves an alleged violation of or the application or interpretation of the provisions of this Agreement.

An employee must file a grievance with his/her immediate supervisor as quickly as possible, but not later than ninety (90) calendar days, after the occurrence of the alleged violation.

Step 1. The aggrieved employee and the Union steward shall meet with the employee's immediate supervisor and department head to present the written grievance. A supervisor shall have four (4) working days to respond in writing to the employee, with copy to the steward. If the grievance is not resolved, it will be processed to Step 2 within four (4) working days.

Step 2. The employee and the Union steward shall meet with the University Librarian or his/her designee to present the written grievance along with the immediate supervisor's written response. The University Librarian will have four (4) working days to respond in writing to the employee, with copy to the steward. If the grievance is not resolved, it will be processed to Step 3 within four (4) working days.

Step 3. The employee, Union steward, and Union representative shall meet with a designated representative of the Office of Personnel to present the written grievance. The Personnel representative shall have seven (7) working days to respond in writing to the employee, with copy to the steward. If the grievance is not resolved, it may be processed to arbitration.

Upon mutual agreement of the University and the Union, time limits may be extended. The aggrieved employee and the Union steward each shall be paid at his/her regular rates of pay for periods of time spent participating in grievance proceedings held during his/her regularly scheduled work period.

If a grievance is not resolved under Step 3 above, it may be submitted to arbitration for processing by the American Arbitration Association under its Labor Arbitration Rules.

The arbitrator shall not be empowered to add to, subtract from, or modify in any way the terms of this Agreement. Unrelated grievance issues shall not be submitted to the same arbitrator at the same time. The decision of the arbitrator shall be final and binding on all parties. The costs of the arbitration shall be borne equally by both parties.

Time needed to prepare for arbitration and time spent at the arbitration itself shall not be considered as time worked.

The parties recognize that most disputes will be discussed and resolved between the employee and the employee's immediate supervisor, with or without the Union steward, and the parties will encourage such informal settlements.

In the case of discharge or Union grievance, the grievance may be initiated at Step 3.

ARTICLE XV

Discipline and Discharge

The University may discharge, suspend or otherwise discipline an employee for just and good cause.

Within three (3) working days after the discharge of an employee covered by this Agreement (except probationary employees), the University will notify the Union of the discharge by certified mail.

Discipline shall be limited to warnings which shall explicitly state charges against the employee.

ARTICLE XVI

Sexual Harassment

The University recognizes that no employee shall be subject to sexual harassment. In this spirit it agrees to post in all work areas a statement of its commitment to this principle. Reference to sexual harassment includes any sexual attention that is unwanted. In the case of such harassment, an employee may pursue the grievance procedure for redress. Grievances under this Article will be processed in an expedited manner. If, after the grievance is resolved in favor of the employee, the employee feels unable to return to his/her job, the employee shall be entitled to transfer to an equivalent position at the same salary and grade if a vacancy then exists for which he/she is qualified.

ARTICLE XVII

Consultation on Working Conditions

Section 1. Where new or additional equipment affecting employees is required, the University agrees that it will consult the affected employees as early as possible prior to its purchase or rental.

Section 2. Where the University plans major renovation and/or reorganization of the physical plant, any employees whose work areas are affected will be consulted as early as possible prior to implementation.

Section 3. Where a permanent change is considered in the location of work areas or in working procedures, the University agrees that the affected employees will be consulted as early as possible prior to implementation of those changes.

Consultation refers to the asking of advice or opinion of affected employees.

The provisions of this Article will not be subject to the grievance and arbitration provision of this Agreement.

ARTICLE XVIII

Health and Safety

The University shall provide and maintain safe working conditions with regard to bargaining unit employees' health and welfare.

The University agrees to the immediate formation of a Health and Safety Committee, composed of two (2) representatives each of the Union and University administration, to monitor and advise on health and safety issues, including heating ventilation, air conditioning, noise, rodent and insect control, and lighting. The failure of the University to act on the recommendations of this Committee is not subject to the grievance procedure of this Agreement.

If, in a crisis situation, the temperature in any work area impairs an employee's ability to do his/her job, the employee will be reassigned to another work area. If the employee is not reassigned, the Department Head, with the concurrence of the Director of Personnel or his/her designee, may allow the employee to leave with pay until the situation is corrected.

The University agrees to maintain in good condition staff lounges and to take into consideration the need for staff lounges in the construction, acquisition, or renovation of buildings.

ARTICLE XIX

Personnel Records and the Employee's Right to Privacy

In maintaining personnel files, the University will give highest priority to accuracy, fairness, confidentiality and a minimum of intrusiveness. For the duration of this contract, the University will maintain and enforce the following information practices with respect to current employees:

The University will verify--

(a) Current Salary

(b) Position Title

(c) Date of Employment

The above information will only be disclosed upon the written authorization of an employee or under court order or subpoena.

Where a department maintains identifiable individual personnel files, an employee shall have the right to examine those files upon written request and at a time convenient to the University. It is understood, however, that the only official file recognized by the University shall be kept in the Office of Personnel.

An employee shall have the right to examine and obtain a single copy of the contents of his/her personnel file kept in the Office of Personnel.

An employee shall have the right to add to and comment upon the contents of his/her official personnel file, and such additions shall become a permanent part of that file. It is understood that the presence of such additions in the file does not necessarily imply agreement on the part of the University.

Should the employee win a grievance, the record of that grievance, as well as any record of the alleged violation, will, at the aggrieved employee's request, be expunged from the file.

ARTICLE XX

Salaries

Effective upon the ratification of this Agreement by the Board of Trustees of Boston University, a six (6) percent across-the-board salary increase retroactive to June 1, 1979, will be granted to all bargaining unit employees after appropriate classification adjustments have been made.

Grades and Salary Ranges
for Librarian I, II and III

Grade		Minimum of Range	Midpoint of Range	Maximum of Range
	*Librarian I			
7		9,700 *808.33*	11,900 *991.67*	14,100 *1,175.00*
	Librarian II			
9		11,700 *975.00*	14,400 *1,200.00*	17,100 *1,425.00*
	Librarian III			
10		12,900 *1,075.00*	15,900 *1,325.00*	18,800 *1,566.67*

*As of the signing of this contract, employees hired into a position of Librarian I shall have a starting salary not less than $11,000 per year.

ARTICLE XXI

Work Time Requirements

Section 1, Hours. The work week shall normally be thirty-five (35) hours, consisting of five (5) seven- (7) hour days within any seven (7) consecutive days. The parties acknowledge that the duties and responsibilities of a professional librarian in fulfilling the demands of the profession may go beyond the normal work week, and hence an employee may be required to work additional hours or days beyond the normal workday or work week. While the University retains management authority over work schedules, existing flexibility will be maintained and work schedules will not be unreasonably changed.

Section 2, Meal and Rest Periods. Meal and rest periods shall be scheduled according to the workday established for each employee after consultation between the employee and the supervisor. Meal periods are unpaid.

Section 3, Course and Make-Up Time. An employee may be given the opportunity to take one (1) course per semester at his/her expense, provided the time missed is made up. Scheduling of make-up time will be arranged between the employee and supervisor. Permission to take such courses and make-up time shall not be unreasonably withheld.

Section 4, Compensatory Time. Any employee required to work on day(s) in addition to the normal work week established for the employee shall be given compensatory time off in the same amount as the additional time worked.

ARTICLE XXII

Tuition Remission

Boston University shall offer a tuition remission program to employees covered by this Agreement, their spouses and dependents in accordance with the following requirements:

--Employee. All librarians, upon hire: One hundred (100) percent tuition remission for the first six (6) credit hours in any one (1) semester.

--Spouse. 1) A Librarian I, upon completion of twelve (12) months of service, and 2) all other librarians upon completion of four (4) months of service: fifty (50) percent tuition remission.

--Dependent. 1) A Librarian I, upon completion of twelve (12) months of service, and 2) all other librarians upon completion of four (4) months of service: fifty (50) percent tuition remission. 1) a Librarian I, upon completion of thirty-six (36) months of service, and 2) all other librarians upon completion of eight (8) months of service: one hundred (100) percent tuition remission. Limited to a total of eight (8) semesters for each dependent, the two (2) summer terms will count as one (1) semester for the purposes of this Article.

The University may refuse to allow an employee who is delinquent in making tuition payments to continue under the Tuition Remission Program.

The University reserves the right to refuse to allow an employee to attend a class under the Tuition Remission Program where such attendance would conflict with work schedules. Further, no employee will receive pay while attending class during scheduled work hours (except as provided in Article XXI).

Other limitations and special conditions relating to Boston University's Tuition Remission Program, as set forth in the University's application for tuition remission, shall also be applicable under this Article.

ARTICLE XXIII

Sick Leave/Personal Days

Bargaining unit employees shall be entitled to ninety (90) calendar sick days per year, with each year being based upon an employee's anniversary date of hire.

Unused sick leave is not reimbursable. Time off for medical or dental treatments, prior approval of which must be secured, shall be charged to sick leave.

The University reserves the right to require doctors' certificates or objective evidence to verify illness or injury in those cases where sick leave appears to be abused.

Sick leave may be used for the care of an immediate family household member of an employee.

A total of two (2) days of sick leave per year may be converted to personal days. There is no accumulation of personal days from one year to the next.

ARTICLE XXIV

Call Procedure

Employees who will be absent from work or late for whatever reason shall call in to their immediate supervisor as soon as possible.

ARTICLE XXV

Holidays

The following shall be observed as University holidays:

--New Year's Day
--Martin Luther King's Birthday
--George Washington's Birthday
--Patriots' Day
--Memorial Day
--Independence Day
--Labor Day
--Columbus Day
--Veterans' Day
--Thanksgiving Day and the day after Thanksgiving
--Christmas Day

An employee shall not receive holiday pay when on an unpaid leave of absence.

To qualify for holiday pay, an employee must work a full day upon the last scheduled working day preceding the holiday and the first scheduled working day following the holiday.

Employees who are required to work on a regularly scheduled University holiday shall be paid their regular straight-time pay for that day; these employees, however, shall be granted compensatory time off with pay at a time mutually agreed upon by the employee and his/her department head.

The period between Christmas and New Year's Day, commonly known as Intersession, will be observed as a paid furlough.

ARTICLE XXVI

Vacations

A bargaining unit employee who has successfully completed the probationary period will be entitled to vacation during the term of this Agreement as follows:

1. At the rate of one-and-five-sixths (1-5/6) of a workday for each month of service, i.e., twenty-two (22) days per year.
2. Employees hired on or before the fifteenth (15th) of a month shall be credited with a full month of service; those hired after the fifteenth (15th) of a month shall receive no vacation credit for that month.
3. Vacation accrual shall be credited at the end of each month of employment.

4. Insofar as practicable, vacations shall be scheduled throughout the year at the time requested by employees, and preference shall be given to applications for allotment of vacation time in accordance with relative seniority of applicants. The University, however, is exclusively vested with the right to make the ultimate determination as to when vacations will be scheduled and taken.
5. Vacation may accrue only to the maximum earned in a two- (2) year period of employment.
6. Upon termination, an employee who has successfully completed the probationary period shall receive payment for all unused vacation time.
7. A bargaining unit employee who, as of September 6, 1979, has completed at least seven (7) years of service at Boston University, shall be eligible for a four- (4) week vacation bonus in his/her tenth (10th) year of service. An employee who, as of September 6, 1979, has completed at least seventeen (17) years of service, shall be eligible for a four- (4) week vacation bonus in his/her twentieth (20th) year of service.

ARTICLE XXVII

Health Insurance

The University will continue to offer coverage under Blue Cross/Blue Shield Master Medical and the Harvard Community Health Plans, and will maintain this coverage for the term of the contract. Employees covered by this Agreement may elect to be covered by only one (1) such plan. Cost of these plans will be apportioned in the following manner:

> Effective October 1, 1979, the employer's contribution to any plan selected from the choices offered above shall be the dollar amount equal to fifty-eight (58) percent of the prevailing Blue Cross/Blue Shield Master Medical premium.
>
> Election of a plan must be made upon initial employment or at such time as an open enrollment period is made available by the University.

ARTICLE XXVIII

Insurance Plans

The following insurance plans will be maintained by the University in the same manner as they are currently offered:

These plans are:

--Group Life Insurance

--Travel Accident Insurance Plan

--Total Disability Benefit Plan

--Personal and Family Accident Insurance Plan

--Supplemental Retirement Annuities Plan

ARTICLE XXIX

Pension Plans

The University will maintain in full force and effect the current Boston University Retirement Income Plan and TIAA/CREF Plan. The Plans will continue to be contributory in the same manner as they are currently.

ARTICLE XXX

Leaves of Absence

A. Personal Leaves

A bargaining unit employee may request an unpaid leave of absence. The leave may be granted by the department head with approval of the appropriate vice president or dean. Any request for leave shall not be unreasonably denied. The following must be adhered to:

1. Requests for leave of absence must be submitted to the employee's department and the Office of Personnel in writing at least one (1) month in advance (except in the case of illness or emergency). The University shall respond in writing to all requests for leave within two (2) weeks of the receipt of such requests. In the case of a denial, specific reasons shall be included.
2. An approved unpaid leave of up to sixty (60) days will not constitute a break in service in computing seniority.

3. Time spent on unpaid leave of absence will not be considered toward the accrual of sick or vacation time.
4. An employee on an approved unpaid leave of absence may make arrangements through the Office of Personnel to continue participation in University insurance benefit plans provided the employee agrees to pay all (100%) premiums.
5. The University reserves the right to require an employee on an unpaid medical leave of absence to furnish a doctor's certificate concerning suitability for work.
6. An employee failing to return to work from an unpaid leave of absence on or before the approved date of return may be terminated for cause, unless due to extenuating circumstances beyond the control of the employee. In such an event, the employee must notify the University as soon as possible.

B. Maternity Leave

A female bargaining unit employee may take an unpaid maternity leave of up to six (6) months, extendable by mutual agreement.

1. Notification of a maternity leave shall be submitted to the employee's department head and the Office of Personnel in writing at least one (1)

month in advance (except in the case of an illness or emergency). The University shall acknowledge receipt of such notification in writing within two (2) weeks.

2. Time spent on unpaid maternity leave will not be considered toward accrual of vacation time.
3. While on unpaid maternity leave, an employee may make arrangements through the Office of Personnel to continue participation in University insurance benefit plans provided the employee agrees to pay all (100%) premiums.
4. Maternity leave of up to sixty (60) days will not constitute a break in service in computing seniority.
5. An employee may elect to use any remaining sick leave, personal days or vacation before unpaid maternity leave commences.

C. Military Leave

A bargaining unit employee who is drafted, or who enlists in the United States Armed Forces, or who is called to active duty by the National Guard or other organized Federal or State reserve unit, will be granted such rights as required by law.

Bargaining unit employees who must fulfill an annual military training obligation as a member of the United States

Armed Forces (including National or State Guard) are entitled to their regular salary less the amount paid to them by the military while on active duty for a period not to exceed two (2) weeks. The following must be adhered to:

1. Employees called for such military training must present official orders to their supervisor two (2) weeks in advance in order to be granted an approved leave of absence.
2. Upon return to work, employees must present to the Payroll Section evidence of military pay received, so that appropriate compensation can be computed and any appropriate deductions made.
3. If an employee's annual military training extends beyond two (2) weeks in a calendar year, the additional time must be taken either as vacation or unpaid leave.
4. An approved military leave of up to fourteen (14) days will not constitute a break in service.
5. Vacation and sick time credit will accrue while on military leave only during the first thirty (30) days of such leave.

D. Jury Duty

Bargaining unit employees who must serve compulsory jury duty in an established Federal or State court will be granted an approved leave. Requests for such leave must be in writing, and be presented to the immediate supervisor accompanied by official notice from the court. For the period of jury duty, employees are entitled to the difference between their regular monthly pay and the amount paid to them by the court for jury duty. Immediately upon return to work, employees must submit a pay statement from the Clerk of Court to the Payroll Section through the immediate supervisor, so that appropriate compensation may be computed and any appropriate deductions made.

E. Benefits During Leaves

An employee on an approved leave with pay shall retain all benefits, but must make benefit contributions as normal. An employee on an approved leave without pay may continue participation in University insurance benefit plans provided the employee makes arrangements through the Office of Personnel and that the employee pays all (100%) premiums.

F. Sympathy Leave

In the event of death in the immediate family of a bargaining unit employee, absence from work with pay shall be granted for a period not to exceed three (3) days. The following must be adhered to:

1. The employee must notify his/her immediate supervisor of the death in the family.
2. Immediate family includes only the employee's spouse, parents, parents-in-law, grandparents, children, grandchildren, brothers, sisters, spouse of brothers and sisters, or members of the same household.
3. If, because of exceptional circumstances including travel considerations, an employee requires sympathy leave of more than three (3) days, such employee may request of his/her supervisor additional reasonable time off as follows:
   (a) Time off to be charged as vacation time, contingent on the amount of vacation the employee has accumulated to date in accordance with Article XXV, or charged to sick leave up to a maximum of three (3) days.
   (b) Time off as leave of absence without pay.
4. Sympathy leave in the case of the death of a close friend may be requested and granted as in Section 3 above.

ARTICLE XXXI

MBTA Pass Program

The University will make available to all employees in the bargaining unit the MBTA Pass Program as in effect.

ARTICLE XXXII

Credit Union

The University will maintain its current policy for deductions to the Boston University Employees' Credit Union.

ARTICLE XXXIII

University Facilities

Employees will be entitled to use University facilities, Case Center, Children's Center, and parking accommodations at prevailing rates and in compliance with the prevailing rules and regulations.

ARTICLE XXXIV

Technological Change

The University shall notify the Union at the earliest possible date, but no later than two (2) months in advance, of any introduction of automation or equipment that might result in (a) a reduction or displacement of bargaining unit employees, (b) substantial changes in an employee's job, or (c) change in job classification. In the case of layoff or displacement of employees due to technological change, the University will endeavor to provide on-the-job or a paid training program of limited duration for the affected employees to learn to use the new equipment or skills for an alternate job. The University shall consult with the Union as to the terms and duration of the training program.

In the event that the employee fails to complete the training program satisfactorily, the layoff provisions of this Agreement shall apply.

ARTICLE XXXV

Contracting Out

All work customarily performed by Boston University with its own employees shall continue to be so performed unless in the sole judgment of the University it can be done more economically and/or expeditiously by employees of another employer or otherwise.

ARTICLE XXXVI

Job Elimination

In the event that the University, in its discretion, determines that a job is no longer necessary due to lack of work or lack of funds, such job may be eliminated by the University.

The employee in such eliminated job will be laid off in accordance with the Layoff procedure of this Agreement.

ARTICLE XXXVII

Layoff and Recall

In the event the University should determine that a layoff is necessary, employees may be laid off in a job classification or department or University-wide, or by classification or seniority, exclusive of grade.

The University will consider the following factors in effecting a layoff: skill, ability, qualifications, experience, performance and seniority. The determination of these matters shall be within the University's sole discretion.

Employees designated for layoff shall be entitled to select a position from the current posted bargaining unit vacancies list which most nearly matches their qualifications, grade, and salary.

The most senior employee designated for layoff will have the first opportunity to select an opening as outlined in the paragraph above. The second most senior employee shall have the next choice, etc., until all employees have exercised their option.

Employees must choose either to exercise their option under this plan or accept severance. Should there be no vacancies, an employee may be laid off and put on a recall list not to exceed nine (9) months, or may opt for severance.

ARTICLE XXXVIII

Severance Pay

A severance allowance equal to one (1) week's pay for each full year of service, or prorated for a fractional year of service, shall be paid to persons who:

(a) Are involuntarily laid off and opt to sever themselves from employment;

(b) Are on layoff for longer than nine (9) months;

(c) Volunteer for layoff and accept severance rather than being placed on the recall list.

ARTICLE XXXIX

University Closing

In the event that conditions warrant the closing of the University or shortening of the workday, the decision of the Vice President for Labor and Public Relations will be conveyed to all schools and departments by the Office of Personnel in accordance with the procedure below.

1. During the day, the decision to shorten the work schedule will normally be made by 3:00 p.m. Nonessential evening work will also be canceled at the time notice is given to shorten the work schedule. When the University is to close early, the Office of Personnel will notify the following offices in order for them to pass the information on to their respective employees:

   All Vice Presidents, Deans, Directors, and the Director of Physical Plant.

   The University telephone switchboard will also be notified for informational purposes.

2. The decision to cancel work scheduled in the morning will be made by 6:00 a.m. If work is canceled, the Vice President for Labor and Public Relations will notify the radio stations WBZ, WEEI, WHDH, and WBUR; the University telephone switchboard; and the Director of Physical Plant.

Employees shall receive their regular rates of pay for time missed due to University closings. Employees required to work during University closings will receive compensatory time off with pay equal to one-and-one-half (1-1/2) times the actual hours worked.

3. It is expected that during winter months employees will allow themselves extra time to arrive at work on schedule. Under unusually difficult weather circumstances, however, a grace period, not to exceed the first two (2) hours of an employee's workday, may be allowed following the beginning of the workday.

ARTICLE XL

Professional Development

The University and librarians recognize the necessity and benefits of a program of continuing education and professional development.

During the term of this Agreement, the University will allocate and spend funds for professional development of bargaining unit employees in the amount of $4,000. Bargaining unit members will submit applications for use of this fund to the University Librarian for his/her approval. Permission for the use of this fund will not be unreasonably withheld. Uses will be restricted to fees, registration, and costs for conferences

and activities of locally, regionally, or nationally recognized Library and information service organizations and institutions.

The University agrees to provide the work release time necessary for travel to, and attendance at, such approved activities.

Attendance at library related conferences, activities, and courses which are directly related to assignments of bargaining unit members may, from time to time, be required and paid for by the University. The selection of such conferences, activities, and courses, as well as the individual selected to attend, is within the sole discretion of Boston University. However, as both the University and the Union recognize that attendance at conferences, activities, and courses provides an opportunity for professional development, training, and study, the University agrees that the selection of bargaining unit members to attend such conferences, activities, and courses will be made equitably and nondiscriminatorily.

ARTICLE XLI

Librarian Meetings

The Library Administration will hold open forum meetings at least six (6) times annually with the bargaining unit staff. The general purpose of these meetings will be to discuss means to improve service to users of the Library and to discuss professional matters. Members of the bargaining unit staff will be given the opportunity to submit, for consideration, subjects for the agenda for each meeting. Additional meetings may be called during the year by the University Librarian as he/she deems necessary.

ARTICLE XLII

Personnel Manual

Within one (1) year of the signing of this Agreement, the University Personnel Department will produce and distribute a personnel manual for bargaining unit librarians incorporating inter alia all elements of this contract, all job descriptions of bargaining unit employees, and other information pertinent to their employment at Boston University.

ARTICLE XLIII

Duration of Agreement

This Agreement shall be in force and effect for the period beginning on June 1, 1979, and shall continue in full force and effect through May 31, 1980.

The University and the Union agree to enter into discussions relative to a renewal of this Agreement no later than April 1, 1980.

ARTICLE XLIV

Separability of Provisions

If any term, provision or condition of this contract is held by a court of competent jurisdiction to be unlawful, illegal or in violation of law, the parties will confer in an effort to agree upon suitable substitution. It is agreed that the invalidation through operation of law of any provision of this Agreement shall not affect any of the other provisions.

IN WITNESS WHEREOF, the parties hereto set their hands and seals, by their duly authorized officers or agents, on the day and year first written above.

TRUSTEES OF BOSTON UNIVERSITY

By

By

By

LOCAL 925, SERVICE EMPLOYEES
INTERNATIONAL UNION, AFL-CIO

By

By

By

By

By

By Robert E Hudson

Boston University

Mugar Memorial Library
771 Commonwealth Avenue
Boston, Massachusetts 02215
617/353-3710

University Libraries

RANKING AND APPOINTMENT SYSTEM FOR PROFESSIONAL LIBRARIANS, BOSTON UNIVERSITY LIBRARIES

A. GENERAL

The ranking and appointment system provides for three ranks of librarians. All non-administrative librarians holding appointments at the University are assigned a rank. Although Librarian I, II, and III are classifications, not position titles, persons with appropriate qualifications may be hired at any one of the three ranks.

Librarian I

definition: Librarian 1 is the beginning rank. The duties require a knowledge of basic professional skills and techniques. The librarian works under supervision following established procedures and policies. As experience is gained supervision lessens, and the librarian may have some supervisory training responsibilities for support staff. The amount of time in this rank is normally two years.

criteria for appointment: The librarian appointed to this rank normally possesses a graduate degree in library science. (At the discretion of the local library, the library degree requirement may be waived when, under certain circumstances, in a specific position, a candidate is appointed as Librarian 1 with the equivalency of an advanced degree in a subject field.) Generally, the person has little or no experience as a librarian.

Librarian II

definition: Librarian II is the rank for persons who have performed well in a professional position in a department of a library and have a working

Sept. 28, 1979

knowledge of library interdepartmental relationships and services.

criteria for appointment: The librarian appointed to this rank must posses a graduate degree in library science. (At the discretion of the local library, the library degree requirement may be waived when, under certain circumstances, in a specific position, a candidate was appointed as Librarian I with the equivalency of an advanced degree in a subject field.) The librarian must have demonstrated professional competence in the operations of a department (area), knowledge of the overall library scheme, and a recognition of the responsibilities of the other library departments (areas) in meeting the library's goals, or must have performed competently in a position as, for example, a media specialist, a systems person, or in a law situation, demonstrating the appropriate and equivalent professionalism. Two years of professional experience are required for appointment to this rank.

Consistently good completion of assigned responsibilities and effective personal relationships with colleagues, supervisors, patrons, and support staff, as appropriate, are qualifications of the rank. Participation in departmental or library committees and in professional associations, consortial activities, or the taking of courses will be considered an indication of professional responsibility and development.

Although Librarian II is a classification, not a position title, persons with appropriate qualifications may be hired at the Librarian II rank.

A person hired as Librarian I with one year of professional experience would become eligible to request review for the Librarian II status after approximately twelve months of employment at the University.

Any candidate who applies for and is denied the rank of Librarian II must wait at least six months before making another application.

As noted above, a person with appropriate qualifications may be hired as Librarian II.

Librarian 111

definition: Librarian 111 is the rank for persons whose duties require a mastery of an area of librarianship, such as collection development, technical processing, systems planning, or specialized reference and bibliographic work.

criteria for appointment: The librarian appointed to this rank must posses a graduate degree in library science. (At the discretion of the local library, the library degree requirement may be waived when, under certain circumstances, in a specific position, a candidate has attained a rank of Librarian II, with the equivalency of an advanced degree in a subject field.) The librarian must have demonstrated continual professional growth in specific areas of librarianship. At least seven years of professional experience are required for appointment to this rank.

Due to the varied nature of library positions the weight given to each criterion in recommending promotion may differ from position to position. However, of primary importance in every position is the quality and, in some cases, the quantity of performance of assigned duties and responsibilities. Excellent performance should include consistently good completion of assigned responsibilities, the ability to act independently and creatively to enhance the effectiveness of university libraries, and effective personal relationships with colleagues, supervisors, patrons, and support staff as appropriate. Effective participation in library task forces, committees, etc., and effective representation of library interests to non-library groups, committees, or University staff are qualifications of the rank.

Other criteria are: Professional growth and activity including participation in professional associations and societies, attendance at seminars and institutes, and investigation of related activities in other library systems; continued education including the taking of academic courses, the pursuit of advanced degrees, the acquiring of new language skills; research and publication; service to the larger community, including participation in library instruction activities and other service to the academic community, and participation in consortial activities.

Although Librarian III is a classification not a position title, persons with appropriate qualifications may be hired at the Librarian III rank. A person hired as a Librarian II with seven years professional experience would become eligible to request review for the Librarian III status after twelve months of employment at the University.

Any candidate who applies for and is denied the rank of Librarian III must wait at least six months before making another application.

As noted above, a person with appropriate qualificiations may be hired as Librarian III.

B. REVIEW AND APPOINTMENT PROCEDURES

Upon joining the staff, each librarian is appointed to the appropriate rank as described in Section A. Thereafter, periodic reviews of the performance and duties of each librarian take place as a basis for recommending continuation of appointment and/or advancement in rank. These reviews are carried out by the person or persons to whom the person under review is responsible.

promotion: For promotion to the rank of Librarian II and Librarian III, the candidate must complete the appropriate application form and submit to the Head Librarian/Associate Director for forwarding to the appropriate office, i.e., Dean or University Librarian. In each case a statement by the Department Head to whom the candidate reports is required for the review. The Librarian Review Committee will serve as an advisory/consulting body to the University Librarian and/or the Deans of the several schools. This Committee is made up of the Head Librarians of the Libraries at Law, the Medical Center, and Theology, and an Associate Director from the University Libraries at the Mugar Memorial Library.

The Librarian Review Committee when acting in an advisory capacity may ask the candidates for Librarian II and III to attend an interview, and may consult with the Department Head for clarification as appropriate. A candidate denied rank of Librarian II or III may apply again after at least six months. For promotion to Librarian III, at least one reference should be submitted from a person of the candidate's choosing, including one librarian who is able to judge the candidate's competency. The librarian from within or outside Boston University, should be able to demonstrate the breadth of the candidate's experience. (In the case of a candidate with extensive experience at another institution, a recommendation or statement from that institution is required.)

C. SALARIES

The salary grades assigned to Librarian 1, 11, and 111 are 7E, 9E, and 10E respectively, as of December, 1978.

The
University
of
Connecticut
UCPEA
Contract
July 1, 1979
-
June 30, 1981

Table of Contents

Article Title

1 Recognition
2 Role of Professional Staff
3 Board Prerogatives
4 Professional Freedom
5 Nondiscrimination
6 Annual Vacation
7 Holidays
8 Maintenance of Status While on Paid Leave
9 Personal Leave
10 Civic Obligations
  10.1 Jury Duty or Court Appearance
  10.2 Civic Emergencies
11 Sick Leave
12 Association Leave
  12.1 Released Time for Association Business
  12.2 Attendance at Conventions
13 Leaves Without Pay
  13.1 Association Leave Without Pay
  13.2 Emergency Leave Without Pay
  13.3 Professional Education Leave Without Pay
  13.4 Maintenance of Status While on Unpaid Leave
14 Work Schedules and Compensatory Time
  14.1 For Employees Whose Annual Salary Rate is $19,000 or Under as of June 30, 1979
  14.2 For Employees Whose Annual Salary Rate is Above $19,000 as of June 30, 1979
15 Personnel Files
16 Job and Payroll Titles Committee
17 Probationary Employees
18 Evaluation
19 Dismissal or Other Disciplinary Action
20 Meet and Discuss
21 Representation Rights and Responsibilities
  21.1 Protection from Discrimination

Article I

RECOGNITION

1.1 Pursuant to the provisions of Public Act 75-566, and as certified by the Connecticut State Board of Labor Relations in Case No. SE-3541, Decision No. 1481, dated January 24, 1977, the Board of Trustees of The University of Connecticut (hereinafter referred to as "The University" or referred to as "the Board") hereby recognizes The University of Connecticut Professional Employees Association, Local 3695, American Federation of Teachers, AFL-CIO (hereinafter referred to as "The Association" or referred to as "the Bargaining Agent") as the exclusive bargaining agent for all professional employees excluding those in the Faculty Unit or with faculty rank, faculty in the Law School, faculty at E.O. Smith High School, those in The University of Connecticut Health Center (Farmington) and the following titles:

President
Assistant Vice President
Assistant to the President
Vice President
Associate Vice President
Dean
Associate Dean
Assistant Dean (Continuing Education, School of Law)
Director of the Institute of Materials Science
Director of Marine Sciences
Director of University Libraries
University Librarian
Director of Personnel Services
Assistant Director of Personnel Services
Assistant Director of Personnel (Library)
Executive Secretary Board of Trustees
Director of Public Information
Director of Development
Director of Institutional Research

Director of Athletics
University Attorney
Associate Director of Cooperative Extension
Special Assistant to the Director of Cooperative Extension
Director, Associate Director, Assistant Director Agricultural Experimental Station
Assistant Director of Cooperative Extension
Director, Computer Systems and Data Processing
Chief, Computer Systems and Data Processing
Director, University Computer Center
Director, Social Science Data Center
Branch Director
Director of NERAC
District and Regional Managers at NERAC as well as the Associate Director for Client Services
Director of Center for Instructional Media and Technology
Director of Summer Sessions and Credit Extension
Equal Employment Opportunities Officer
Director of Health Services (Storrs)
Associate Controller
Director of Physical Plant
Director of Public Safety
University Director, Residential Affairs
University Educational Director, Department of Special Academic & Enrichment Programs
University Registrar
Department Heads, Student Affairs
Department Head, Counseling & Student Development

Department Head, Admissions
Department Head, Student Activities
Department Head, Financial Aid
Department Head, Residential Life
Department Head, Student Union
Department Head, Placement & Career Planning
Department Head, Food Services

Department Head, Special Programs
Part-time professional employees on the regular payroll who are employed less than 1/2 time

and Confidential Employees (as defined in Public Act 75-566) employed by The University of Connecticut.

1.2 The parties agree that during the term of this agreement the University may appoint up to four new employees per year to the ranks of the USPs (IV, V or VI) who shall be excluded from the unit on the basis of their managerial/administrative responsibilities.

Article 2

ROLE OF PROFESSIONAL STAFF

The Board of Trustees recognizes the importance of the professional staff to the excellence of the University and considers their contribution an integral part of the University's mission to provide education for the citizens of Connecticut.

Article 3

BOARD PREROGATIVES

3.1 It is recognized that the Board of Trustees has and will continue to retain, whether exercised or not, the sole and unquestioned right, responsibility or prerogative to direct the operations of The University of Connecticut, its schools and branches, in all aspects. The Board shall make rules for the government of the University including, but not limited to, those concerning the admission of students, the setting of fees for tuition and refund of tuition, the establishment of schools, colleges, divisions and departments, and the expenditure of the University's funds within the amounts available.

3.2 The ability to determine, to make rules for, or to approve such things as the care, maintenance, and operation of buildings, land, apparatus, and other property used for school purposes; educational policy, programs, and courses; staffing requirements; the academic calendar; the selection, appointment or assignment of duties and hours of work; leaves of absence, vacations, sick leaves, terminations of service, qualifications, rank, and status of individual members of the professional staff; standards of performance, discipline, order and efficiency; as well as the decision to reward, promote, demote, suspend, discipline or discharge unit members for just cause, to terminate unit members for lack of work or other legitimate reason, to determine whether the whole or any part of the operation shall continue, to submit budgets to the General Assembly, to make such transfers of funds within the appropriated budget as it shall deem desirable, and to expend monies appropriated by the State of Connecticut for the maintenance of the University shall be under the sole jurisdiction of the Board of Trustees.

3.3 These rights, responsibilities and prerogatives are not subject to delegation in full or in part except that the same shall not be exercised in a manner inconsistent with or in violation of any of the specific terms and provisions of this agreement. No action taken by the Board with respect to such rights, responsibilities, and prerogatives other than the specific provisions contained in this agreement shall be subject to the contractual grievance provision of this contract.

Article 4

PROFESSIONAL FREEDOM

4.1 The University shall endeavor to preserve and facilitate freedom of speech, written or oral, and other constitutionally protected civil liberties. The UCPEA and its members recognize their obligation to be accurate, exercise appropriate restraint, and show respect for the opinions of others. Employees shall endeavor to seek internal remedies to University problems before turning to outside resources such as those provided by state or federal statutes. With issues related to their jobs, employees shall inform their supervisors and shall seek to exhaust administrative remedies within the University before issuing public statements.

4.2 Repeated failure to abide by this article may be considered grounds for disciplinary action.

Article 5

NONDISCRIMINATION

The University and the Association shall not discriminate against any professional employee on the basis of race, handicap unrelated to ability to perform the job, creed, national origin, sex, marital status or sexual orientation, or membership or participation in, or association with, the activities of any employee organization or political party.

Article 6

ANNUAL VACATION

6.1 Each employee shall be entitled to an annual vacation according to the following schedule:

a. 12-month employees (previously known as 11-month employees) shall receive 1.75 vacation days credit for each month of employment beginning on July 1, 1979, plus one additional day for a total of 22 days maximum per year.

b. 12-month employees employed on a part-time basis shall accrue vacation credit on a prorated basis of "a" above.

c. Recognizing that large vacation accumulations are to be used during departmental slow times, employees may accumulate vacation credit of up to 44 vacation days, except as noted below. Vacation days may not be accumulated beyond this amount except by special permission of a University Vice President, Director or designee. It is understood that employees who have previously accumulated more than the 44 days may retain this accumulation provided that in no case may the employee's accumulation exceed the number of days he/she presently has. The original entitlement over 44 days diminishes upon use until it reaches 44 days. (It does not remain as a permanent entitlement of additional possibility of accrual.) Once below 44 days, it cannot be accumulated beyond 44 again.

d. A legal holiday, as enumerated in Article 7 below, that occurs during the employee's vacation shall not be charged against the employee as a vacation day.

e. To the extent possible, consistent with a department's workload, the choice of vacation periods shall be up to the individual employees. In the event of unresolved conflicts over vacation schedules between two or more employees within the same department, preference shall be determined by seniority within the department provided that final decision shall be based on the needs of the department and shall be determined by the appropriate dean, director or department head.

f. If any employee's service is terminated for any reason, the employee (or the employee's estate if deceased) shall be entitled to receive full pay for each unused vacation day up to 44 days.

g. If an employee becomes ill or is injured while on vacation, such time shall be charged against sick leave, provided that if requested the employee provides the appropriate dean, director or department head with medical documentation of said illness or injury.

Article 7

HOLIDAYS

7.1 Each employee shall be entitled to time off with pay for each legal holiday listed herein or any other legal holiday declared by the Governor or General Assembly. LEGAL HOLIDAYS: New Year's Day, Martin Luther King Day, Lincoln's Birthday, Washington's Birthday, Good Friday, Memorial Day, Fourth of July, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas. If such holiday falls on a Saturday, it shall be observed on the preceding Friday. If such holiday falls on a Sunday, it shall be observed on the following Monday. In order to provide additional flexibility to the professional staff, Good Friday is designated a "floating" holiday which may be taken at a time mutually agreed to by the employee and his/her supervisor. Any employee who is required to work on a legal holiday shall be granted a compensatory day for that holiday to be taken by the end of the succeeding calendar year at a time mutually agreed to by the parties. In order to earn a day for use as a religious holiday, an employee may request to work a holiday on which his/her department is open.

7.2 Part-time employees shall be granted time off with pay on a pro-rated basis for holidays which fall on a day when such an employee is normally scheduled to work.

Article 8

MAINTENANCE OF STATUS WHILE ON PAID LEAVE

Each employee who is on any paid leave shall automatically receive any pay increases, benefits, accrual of time toward retirement, and standard accrual of vacation time, or seniority that have accrued to his or her position during the period of such leave.

Article 9

PERSONAL LEAVE

Each employee in the bargaining unit shall be entitled to three personal leave days per year. Such leave will only be approved for emergencies or accidents beyond the control of the employee including death or serious illness in the immediate family. It may not be used for routine or scheduled appointments of any sort. Employees shall be expected to notify their supervisors of their anticipated absence as early as possible on the day in question. All requests for personal leave must be approved by the first supervisory level outside the bargaining unit. Personal leave is not accrued.

Article 10

CIVIC OBLIGATIONS

10.1 Jury Duty or Court Appearance

Each employee accepted as a juror or required to appear in court shall be granted leave for such purpose at no loss of pay or charge to any other leave, provided that:

a. the employee notifies the appropriate department head within four (4) days of receiving notification to serve as a juror or to appear in court.
b. the employee either refuses pay, excluding mileage, for serving on a jury or turns the jury pay over to the University.

10.2 Civic Emergencies

Employees who are fire or ambulance personnel and who have so notified their supervisors in advance, may request time off for emergency duty. Approval of each request for emergency duty is solely at the discretion of the first level supervisor outside the bargaining unit. Up to five (5) requests per year may be granted with pay. Additional approved requests shall be charged to vacation time. The denial of time off for civic emergencies is not grievable or arbitrable under this contract.

Article 11

SICK LEAVE

11.1 The University recognizes its obligations to provide paid and unpaid sick leave for bona fide personal illness to members of the professional staff.

a. Employees shall receive paid sick leave for bona fide personal illness up to 15 workdays per fiscal year.

b. Decisions as to the granting of paid or unpaid sick leave for bona fide personal illness will be made by the University Board of Trustees when the use of sick days during a fiscal year exceeds 15 work days. Whether for paid or unpaid leave, after 15 days each case shall be reviewed separately and shall involve careful consideration of length of service, nature of illness, anticipated length of illness, and previous use of sick time.

c. Before being granted, all requests for sick leave must be approved (by the first level supervisor outside the bargaining unit) as a bona fide personal illness which prevents an employee from carrying out his/her responsibilities. A medical certificate may be required for *any* illness regardless of the number of days.

d. Application for sick leave in connection with childbirth shall be considered on the same basis as leave requests for any other sick leave.

11.2 In cases where employees have been allowed to

accumulate unused sick leave days, such days shall remain "banked." At the time of retirement or termination, any unused "banked" days an employee has remaining shall be subject to the provisions of Section 5-247 of the State Personnel Code dated July 1, 1975.

Article 12

ASSOCIATION LEAVE

12.1 Released Time for Association Business

The University shall grant released time, the equivalent to one day per year, for a total of 22 days per year, to Bargaining Agent Representatives* designated by the Association. In accordance with Article 21.3, the President of the UCPEA shall be granted up to 22 days per year released time.

a. The Administration shall be advised of individual(s) so designated.

b. Released time shall be utilized in a manner which is least disruptive of the individual's professional responsibilities and University operations.

c. Prior notice shall be given to the appropriate management representative when released time is to be utilized.

12.2 Attendance at Conventions

During a contract year, up to three (3) UCPEA delegates shall be permitted three (3) days each to attend state and/or national conventions of AFT and AFL-CIO. Such requests shall be presented by the Association. Before being granted, requests for such leave must be approved by the first supervisory level outside the bargaining unit as well as by the appropriate University official designated for this purpose. If granted, paid leave shall be provided.

**Executive Board members (6), area represen-*

tatives (15) and Grievance Officer (1).

Article 13

LEAVES WITHOUT PAY

13.1 Association Leave Without Pay

An employee who is elected or appointed to a full-time position with the Association will, upon prompt application and with the approval of the appropriate Vice President, Director or designee, be granted a one-year leave of absence without pay for the purpose of accepting this position. A person granted such leave shall have all insurance and other benefits if he/she or the Association wish to pay for such benefits. He/she shall during such leave accrue seniority as though still employed. No vacation days will accrue, however. Upon return, he/she shall be placed on the assignment which he/she left providing the position was not eliminated, otherwise in a comparable position for which he/she is qualified.

13.2 Emergency Leave Without Pay

Short leaves to cover emergency situations may be granted by the appropriate department head if arrangements can be made to assign the work to others. The period of such leave should not exceed ten (10) working days without prior approval of the President or his designee.

13.3 Professional Educational Leave Without Pay

Leave of absence without pay may be granted by the President for reasons considered to be in the best interest of the University and in the interests of professional growth and improvement of the staff member concerned. All such cases are treated as special cases. Staff members desiring such leave should apply through their department head to the appropriate Vice President, Director or designee.

13.4 Maintenance of Status While on Unpaid Leave

Any employee on unpaid leave shall maintain and continue to accrue seniority and, upon return to work, shall benefit by any increase in salary and/or wage related fringe benefits that have accrued to his/her position during the period of such leave. Vacation and holiday leaves shall not accrue during unpaid leave.

Article 14

WORK SCHEDULES AND COMPENSATORY TIME

14.1 For Employees Whose Annual Salary Rate is $19,000 or Under as of June 30, 1979*

The parties recognize that the work of a professional employee involves the exercise of discretion and judgment which cannot always be standardized relative to a given time period. The parties also recognize that professional staff work loads and schedules may vary from time to time and from department to department to meet seasonal and changing or unusual demands and/or circumstances. However, whenever an employee is continually requested by a supervisor to work additional hours, compensatory time shall be afforded. Such compensatory time shall be arranged at a mutually agreeable time within one year of having worked the extraordinary hours. This article shall apply to all members of the bargaining unit whose annual salary does not exceed $19,000.

14.2 For Employees Whose Annual Salary Rate is Above $19,000 as of June 30, 1979**

In recognition of the fact that employees whose salaries are in excess of $19,000 are generally more self-directed and more flexible in setting their work schedules, the compensatory time provisions listed above shall not apply. Disputes concerning compensatory time for employees earning more than $19,000 are not subject to the contractual grievance or arbitration procedures.

**Effective July 1, 1980, for employees whose annual salary rate is $20,500 or under as of June 30, 1980. Effective July 1, 1981, for employees whose annual salary rate is $22,150 or under as of June 30, 1981.*

***Effective July 1, 1980, for employees whose annual salary rate is above $20,500 as of June 30, 1980. Effective July 1, 1981, for employees whose annual salary rate is above $22,150 as of June 30, 1981.*

Article 15

PERSONNEL FILES

While for the purpose of evaluating an employee, personnel files may be maintained at all administrative levels containing notes, records and other documentation of employee performance, at least one complete file will be available in the employee's department.

15.1 Each employee shall have the right and may request to review the content of his/her personnel files at any reasonable time mutually agreeable to the employee and the person responsible for such files.

15.2 Others Who Shall Have Access to the Employee's Files Are:

- a. Individuals within the employee's department with stated job responsibilities relating to the maintenance of personnel files (i.e., personnel officers, the dean, director, or department head, and confidential secretaries as designated by the supervisor).
- b. Other administrative personnel with legitimate reason may have access through the administrator responsible for the personnel file.
- c. An official representative of UCPEA, with the written authorization from the employee, may review specific material contained in the file relating to a grievance or a pending grievance.

15.3 No negative judgments which have not been discussed with the employee nor any materials which are not contained in the complete personnel file may be used in any promotion or disciplinary action.

15.4 No anonymous material of any kind shall be placed in any personnel file of an employee.

15.5 The employee shall be notified of the placement of any negative evaluative material in his or her personnel file within ten (10) workdays, and shall have the right to write a rebuttal to any such material for inclusion in the file.

15.6 Employees recognize their responsibility to review the contents of their personnel files.

15.7 The employee shall have the right to obtain a copy of any material placed in his or her personnel file, (excluding preemployment records), for which a nominal charge may be levied.

15.8 Nothing in this article shall preclude the existence or maintenance of other employee files of a personnel nature.

Article 16

JOB AND PAYROLL TITLES COMMITTEE

Within thirty (30) calendar days of the effective date of this Agreement, the University shall convene a committee composed of three (3) members of the UCPEA unit chosen by the UCPEA and three (3) members of the University community chosen by the administration to study job and payroll titles of members of the UCPEA unit and to make recommendations for utilizing the existing categories as appropriate.

Article 17

PROBATIONARY EMPLOYEES

17.1 A probationary employee is a new employee who has not completed a working test or trial period. Such a period shall not exceed one year.

17.2 Upon written request, each new employee shall be furnished a job description. At the end of his/her probationary period, each employee shall be given a written evaluation of his/her performance which is not aggrievable under either 22.1a or 22.1b.

17.3 In the event that a probationary employee is dismissed before the end of his/her probationary period, he/she shall receive two weeks notice or pay in lieu thereof.

17.4 In no case shall either the dismissal of an employee during his/her probationary period or the noncontinuation of an employee upon the completion of his/her probationary period be grievable under any article of this agreement including 22.1b or grievable and arbitrable under 22.1a. However, a probationary employee who is dismissed, or who is not continued, may appeal in person within ten (10) days to the office of the appropriate Vice President. The decision of the Vice President is final and not appealable to arbitration.

Article 18

EVALUATION

18.1 For the purpose of improving performance and for the purpose of maintaining excellent performance, each department in the University shall, if it has not already done so, develop an evaluation system. Such a system shall permit the continuing assessment of the individual's performance in relation to his/her job responsibilities, his/her function in the department, and other valid criteria. Evaluations should be conducted at least once a year.

18.2 Evaluation Procedures

a. All formal evaluations shall be in writing.

b. Written evaluations shall be shared with the employee within one week of the time they are completed. The employee shall sign the evaluation within seven calendar days for the purposes of showing that he/she has read it and shall be given a copy for his/her records.

c. An employee shall have the right to append to his/her evaluation a written statement incorporating his/her agreement or disagreement with the evaluation.

d. Failure to sign an evaluation may result in disciplinary action.

18.3 Upon the written request of an employee, a job description will be provided by the Administration.

Article 19

~~DISMISSAL OR OTHER DISCIPLINARY ACTION~~

~~The provisions of this article apply to all nonprobationary members of the bargaining unit.~~

~~The parties are in agreement that, except in cases of serious misconduct, the dismissal of any employee may occur as the final step in a progressive disciplinary system, and only after the rights of the employee to a fair hearing are provided. Cases of serious misconduct should be dealt with through an immediate suspension with pay, followed by a hearing at Step 19.3b below.~~

~~**19.1** Grounds for dismissal or other disciplinary action:~~

~~a. Documented incompetence or failure to meet satisfactory standards of job performance based on written evaluation(s) of his/her performance.~~

~~b. Failure to meet educational requirements or to fulfill professional commitments including certification and licensing made in a written agreement at the time of employment.~~

~~c. Misconduct or insubordination to reasonable~~

Revised May 1977
UNIVERSITY OF CONNECTICUT

PROFESSIONAL LIBRARIANS

CRITERIA FOR APPOINTMENT, REAPPOINTMENT AND PROMOTION and PROCEDURES REGARDING EVALUATION FOR PROMOTION AND REAPPOINTMENT

Criteria for Appointment, Reappointment, and Promotion

Qualities Desired in Librarians of All Ranks

All candidates for appointment and promotion as librarians are expected to show satisfactory attainment and continuous growth in the following qualities, though in varying degrees and in different proportions. A librarian's accomplishment in each should be evaluated on every occasion when reappointment or advancement in rank is being considered, and particular care must be exercised when it is necessary to recommend termination.

1. Professional Competence

Professional competence in library service entails a mastery of one or more of the following: subject, trade and national bibliography; theory and practice of classification and cataloging of both printed and non-print materials; bibliographic technique; reference sources; government and legal documents; serial publications; the history of books and printing; administration of libraries. It requires the ability to acquire, organize and make accessible recorded knowledge in all forms; the ability to anticipate and interpret the needs of scholars and to fulfill those needs; a familiarity with recorded knowledge in sufficient depth and breadth to lead to the desired information in all fields; the skills necessary to assemble library collections which will adequately support the University's academic program; and appreciation for learning and scholarship and an earnest desire to assist readers in finding solutions to their information needs.

Dedication to the needs of readers and scholars through consistently able and efficient service is the essence of professional competence, and skill in this effort is the primary standard by which librarians are evaluated.

2. Scholarly Activity and Research

Scholarly activities and research are of value for librarians in that such pursuits are likely to lead to increasing competence and vitality in the performance of one's assignment. Such activities may also result in publications, lectures or papers delivered at professional meetings and in this way contribute to librarianship in general. The Library strongly encourages all librarians to participate in these kinds of activities.

Recognition will be given to bibliographic research performed by a librarian in support of the research of others including the development of research collections. Internal studies and reports may be considered if they present new ideas or incorporate research.

Participation in the following activities may be considered evidence of growth as a librarian:

- Development of foreign language skills
- Acquiring additional graduate degrees
- Membership and appropriate activity in professional societies
- Writing--creative, critical, analytical, summarizing or editorial
- Preparation of exhibits
- Preparation of bibliographies
- Consulting
- Assembling of collections
- Research, including both the routine application of known techniques to the accumulation and analysis of new data, and making fundamental contributions to knowledge
- Efforts at continuing education

3. Teaching Ability

The assignments of some librarians involve instruction, both formal and informal, concerning the resources available in given subject areas and in the bibliographic apparatus of those areas. Where teaching is part of the assignment, excellence in its performance should be judged by usual University standards: The capacity to excite interest and to evoke response in students, to broaden their outlook, to impart knowledge, to see and to convey relationships and to encourage the faculty of criticism.

4. Personal attributes; such as integrity, industry, open-mindedness, objectivity, friendliness, effectiveness in speaking, capacity for leadership and cooperation, breadth of intellectual interests.

5. Concern for the intellectual and information needs of the faculty and students as evidenced by the provision of excellent collections and the effective retrieval of needed information.

6. Willingness and ability to assist in various types of service which a state university renders, in the answering of inquiries, the conduct of surveys and the like.

7. Competence in fulfilling responsibilities toward democratic university government, as in department meetings, committee work and administrative duties.

Criteria for Appointment and Promotion

In addition to these general desiderata, the following special qualifications will be borne in mind in making appointments or promotions to the several ranks.

The minimum educational requirement for appointment to the librarian ranks is the completion of an accredited graduate program in librarianship or information science. For some positions, where subject competence in another discipline is demanded by the position, additional Master's degrees or the Ph.D. may also be required.

Previous years of service at another institution as a professional librarian shall be considered and evaluated insofar as possible in appointment or promotion to the rank of Librarian II or Librarian III.

Librarian I

A Librarian I performs a variety of tasks, usually under general guidance, which require a basic theoretical understanding of libraries and their operation. She/he is expected to develop a thorough knowledge of the University of Connecticut Library. Staff members at this level are expected to function independently within the general guidelines of their department and the Library, and, as experience allows, to participate in the development of departmental and Library policy.

Two years is regarded as the normal period of service in this rank. No staff member shall be appointed to more than three consecutive years in this rank.

Librarian II

A Librarian II is expected to have achieved a record of success in his/her previous work, a record based on all obtainable information including the judgment of colleagues. Librarians at this level are expected to perform at a high level of professional competence without supervision. They are expected to make a valuable contribution to the functioning of their departments and to the Library by participating fully in departmental and Library matters. They should demonstrate continued growth in those qualities desired of all librarians.

Three to six years is regarded as the normal length of service in this rank, prior to consideration for promotion.

Librarian III

A Librarian III is expected to have demonstrated a record of continual growth in those qualities desired of all librarians and have given evidence of keeping abreast of developments in the field of librarianship. There should be a consensus among colleagues that she/he is making a substantial contribution to the effectiveness of the Library.

Criteria for Appointment and Promotion

A Librarian III exercises an increasing mastery of one or more areas of librarianship listed under the section Professional Competence. She/he employs a depth and breadth of knowledge and experience in a scholarly, professional, and creative way. Staff members at this level play a major role in the formulation of library policy and procedure.

Three to six years is regarded as the normal length of service in this rank, prior to consideration for promotion.

University Assistant Librarian

Appointment or promotion to this rank is predicated upon at least three years of superior service as Librarian III in the University of Connecticut, or equivalent service and rank in another institution. Where there is strong evidence that the staff member is of exceptional ability, early promotion may be considered. In addition to an increasing mastery of the qualities described for a Librarian III, part of the criteria for University Assistant Librarian is the evidence that the staff member is regarded by colleagues both within and without the University as a capable and mature librarian who is making a substantial contribution to the Library and to the profession.

Four to seven years is regarded as the normal length of service in this rank, prior to consideration for promotion.

University Associate Librarian

Appointment or promotion to this rank is predicated upon at least four years of superior service as University Assistant Librarian in the University of Connecticut, or equivalent service and rank in another institution. Where there is strong evidence that the staff member is of exceptional ability, early promotion may be considered. A University Associate Librarian shall be an outstanding member of the profession through contributions to the body of library knowledge; creative, innovative service; strong leadership in professional associations; scholarly endeavors; or administrative abilities.

Procedures Regarding Evaluation for Promotion and Reappointment of Professional Librarians

The University should strive to build an outstanding staff of professional librarians and to retain it by recognizing the accomplishments of its members thoough promotions and reappointments. It is essential that the University promote or reappoint only those who meet the criteria adopted for the professional ranks. After it is clear that an individual will not meet the stated criteria, reappointment cannot be justified on grounds of immediate convenience. In the professional librarian's own interest and that of the University, she/he should be released after the required notice.

Each professional librarian shall complete a professional service record form each year, listing all relevant material concerning educational background and professional and service activities. The general role of the Asst. Director for Personnel for the Library in these procedures is one of assisting and counseling the candidates in updating or preparing the professional service record forms.

Promotion

Each librarian who wishes to be considered for promotion will submit his/her name to the University Librarian by a date in the fall to be set by the University Librarian. In addition, any staff member may submit the name of any librarian for promotion. The University Librarian shall verify that the individuals wish to be considered for promotion before notifying the Library staff of the initial list of candidates.

Deletions or further additions, if any, will be made by a deadline announced by the University Librarian who will verify that each additional individual wishes to be considered for promotion. The University Librarian will inform the Library staff of the final list of candidates. Each candidate's updated professional service record will be made available to his/her immediate supervisor and to the Advisory Council by the Assistant Director for Personnel.

Since normal length of service in a rank may be considered as one criterion for the establishment of eligibility for promotion, it should be noted that the years of service of half-time librarians shall be calculated as a ratio of three half-time years for each two full-time years of service.

Advisory Council on Evaluation and Promotion

Composition The Library shall have an Advisory Council on Evaluation and Promotion composed of eight professional librarians, five voting members and three alternates. Any professional librarian (excluding the University Librarian and the Assistant Director for Personnel) shall be eligible for membership. All professional librarians eligible for membership shall be eligible to vote in all Council elections.

Purpose The Council shall make written recommendations to the University Librarian on promotion of all professional librarians, except when the University Librarian is the immediate supervisor. In those cases, the Council shall make written recommendations to the Director of University Libraries.

Election Elections to the Council shall be conducted by the University Librarian by written ballot between 15 April and 15 May of each year. In each election there shall be two ballots. The first ballot shall contain the names of all eligible professional librarians. Each eligible professional librarian may vote for as may names as there are vacant positions on the Council. The second ballot shall contain the names of those receiving the highest number of votes on the first ballot and shall contain at least as many names as there are vacant positons, plus three. When necessary, the second ballot shall contain the name of at least one branch librarian. This librarian shall have received the highest number of votes among the branch librarians on the first ballot. Each eligible professional librarian may vote for as many names as there are vacant positions on the Council. The librarians receiving the highest number of votes shall be elected to the vacant voting membership positons and the three receiving the next highest number of votes shall be elected to the three alternate positions. Tie votes shall be resolved by a drawing conducted by the University Librarian. There shall be no bar to re-election.

Terms of office for voting members shall be two years and shall run from 1 June of election to 31 May of the second year. Terms of office for alternates shall be one year.

Vacancies among voting members and alternates shall be filled at the next regular election.

Internal Functioning. The members of the Council elected to voting positions shall vote on cases of promotion. The three alternate members shall vote on promotion only as they are needed to replace one of the regular voting members. The nine Council members shall in all other matters share equally in the work of the Council. The Council shall elect its own officers.

Procedure. The Council shall appraise the work, research, service performance, and potential of all professional librarians who are candidates for promotion. Evaluations are to be based on criteria adopted by the group of professional librarians in agreement with the Library and University administration.

For purposes of promotion the Assistant Director for Personnel will assist candidates in assessing the relevance of information to be included in the professional service record forms and serve as liaison between the candidate and the Advisory Council for the purpose of communicating any questions regarding the professional service record form.

Each professional librarian shall have the opportunity to submit a written statement to the Council either on his/her own behalf or on behalf of a colleague. In additon, the Council is encouraged to solicit representative written evaluative opinions from Library staff members, faculty, students, or other qualified individuals outside the Library as to the individual's performance and activities. In the spirit of the Freedom of Information Act, the Council will present in writing to each librarian under consideration a list of those persons it will contact for assistance in his/her evaluation. The candidate will also be informed of unsolicited material received.

The Advisory Council may on occasion solicit the evaluative opinion of a librarian's immediate supervisor, either because the candidate has requested this or because some aspects of the candidate's record cannot be adequately evaluated by the Council without information from the immediate supervisor. On those occasions the Advisory Council shall request, in writing, an evaluation from the immediate supervisor with a date by which it is needed. The Advisory Council shall notify the candidate, in writing, that it has requested such an evaluation. The immediate supervisor shall, in writing, inform each individual of his/her evaluation one week prior to its transmittal to the Council. Any doubts or negative findings shall be clarified for the person evaluated. The Council recognizes that an evaluation submitted to them in these cases will be much the same or even identical to that one eventually submitted to the University Librarian even though this one should not contain the immediate supervisor's formal recommendation. All solicited or unsolicited opinion submitted as described above shall be used by the Council as supportive evidence.

At least one week prior to transmittal of the recommendation to the University Librarian, the Council shall report its appraisal with supporting evidence in writing to each individual evaluated. If the Council's recommendation is not unanimous, its appraisal shall include the dissenting opinion. Any doubts or negative findings should be clarified for the person evaluated.

The candidate may at this point choose to withdraw without prejudice his/her name from further consideration for promotion at this time. The Advisory Council, the University Librarian, and the candidate's supervisor(s) shall be notified in writing by the candidate of such a decision.

The Council shall make written recommendations to the University Librarian on promotion of all professional librarians, except when the University Librarian is the immediate supervisor. In those cases, the Council shall make written recommendations to the Director of University Libraries. At the time of transmittal of each recommendation to the University Librarian the Council shall transmit a copy to the individual's supervisor(s).

If the Council recommends to deny promotion to a professional librarian, the individual shall have the opportunity to present his/her case to the University Librarian and/or the Director of University Libraries as pertinent, either in person or in writing.

Immediate Supervisors

The immediate supervisor of a staff member is his/her Department Head/Coordinator; the immediate supervisor of a Department Head/Coordinator is the appropriate Assistant University Librarian; the immediate supervisor of an Assistant University Librarian or of any other staff members who do not report to an Assistant University Librarian is the University Librarian.

When the immediate supervisor is a Department Head/Coordinator:

Each Department Head/Coordinator shall continually appraise the status and performance of all professional librarians within his/her department and shall each year make written recommendations through the Assistant University Librarian with regard to promotion as pertinent and reappointment.

The Department Head/Coordinator will receive from the Assistant Director for Personnel a copy of the professional service record form for each such librarian and is encouraged to study the form and to solicit representative evaluative opinions from Library staff members, faculty, students, or other qualified individuals outside the Library. Any professional librarian shall have the opportunity to make a statement on his/her own behalf or on behalf of a colleague.

The Department Head/Coordinator shall in writing inform each individual of his/her evaluation and of the recommendation being made at least one week prior to its transmittal to the Assistant University Librarian. Any doubts or negative findings should be clarified for the person evaluated.

The candidate may at this point choose to withdraw without prejudice his/her name from further consideration for promotion at this time. The Advisory Council, Department/Coordinator, Assistant University Librarian, and University Librarian shall be notified in writing by the candidate of such a decision.

The Assistant University Librarian shall receive the Department Head/Coordinator's recommendation along with the candidate's professional service record form two weeks before the date established for transmittal to the University Librarian. She/he may also submit an additional separate recommendation to the University Librarian. If so, she/he shall inform the candidate of this evaluation in writing one week prior to its submission to the University Librarian.

The Assistant University Librarian shall submit his/her recommendation, if any, the Department Head/Coordinator's recommendation, and the professional service record form to the University Librarian on the same date established for submission of the Advisory Council recommendation. At the time of transmittal, the Assistant University Librarian shall also transmit copies to the Advisory Council and to the Department Head/Coordinator.

If the Department Head/Coordinator or Assistant University Librarian recommends to deny reappointment or promotion to a professional librarian, the individual shall have the opportunity to present his/her case to the University Librarian either in person or in writing.

When the immediate supervisor is an Assistant University Librarian:

Each Assistant University Librarian shall continually appraise the status and performance of all Department Head/Coordinators within his/her area and shall each year make written recommendations to the University Librarian with regard to promotion and reappointment.

The Assistant University Librarian will receive a copy of the professional service record form for each such Department Head/Coordinator and is encouraged to study the form and to solicit representative evaluative opinions from Library staff members, faculty, students, or other qualified individuals outside the Library. Any professional librarian shall have the opportunity to make a statement on his/her own behalf or on the behalf of a colleague.

The Assistant University Librarian shall in writing inform each individual of his/her evaluation and of the recommendation being made at least one week prior to its transmittal to the University Librarian. Any doubts or negative findings shall be clarified for the person evaluated.

The candidate may at this point choose to withdraw his/her name from further consideration for promotion without prejudice. The Advisory Council, Assistant University Librarian, and the University Librarian shall be notified, in writing, by the candidate of this decision.

At the time of transmittal of each promotion recommendation to the University Librarian, the Assistant University Librarian shall also transmit a copy to the Advisory Council.

If the Assistant University Librarian recommends to deny reappointment or promotion to a Department Head/Coordinator, the individual shall have an opportunity to present his/her case to the University Librarian, either in person or in writing.

When the immediate supervisor is the University Librarian

The University Librarian shall continually appraise the status and performance of the Assistant University Librarians and others who report directly to him/her and shall each year make written recommendations to the Director of University Libraries with regard to promotions and reappointment.

The University Librarian will receive a copy of the professional service record form for each candidate and is encouraged to study the form and to solicit representative evaluative opinions from Library staff members, faculty, students, or other qualified individuals outside the Library. Any professional librarian shall have the opportunity to make a statement on his/her behalf or on behalf of a colleague.

The University Librarian shall in writing inform each individual of his/her evaluation and of the recommendation being made at least one week prior to its transmittal to the Director of University Libraries. Any doubts or negative findings shall be clarified for the person evaluated.

The candidate may at this time choose to withdraw his/her name from further consideration for promotion without prejudice. The Advisory Council shall be notified in writing by the candidate of this decision.

At the time of transmittal of each recommendation to the Director of Universtiy Libraries, the University Librarian shall also transmit a copy to the Advisory Council.

If the University Librarian recommends to deny reappointment or promotion, the individual shall have the opportunity to present his/her case to the Director of University Libraries, either in person or in writing.

The University Librarian

The University Librarian shall review the material received under these procedures and such other pertinent information as he or she may require, and shall base his or her recommendation, in so far as possible, upon a uniform application throughout the Library of the specified criteria.

The University Librarian shall, if his/her recommendation will be contrary to that of either the Department Head/Coordinator or the Assistant University Librarian, provide an opportunity for the Department Head/Coordinator and/or the Assistant University Librarian to review and supplement the original recommendation(s).

The University Librarian shall provide an opportunity for the candidate to appear in person to discuss with the University Librarian any substantive negative findings or any changes in original recommendations.

The University Librarian shall inform the Department Head/Coordinator, the Assistant University Librarian, the Advisory Council, and the candidate of the recommendation to be made by the University Librarian regarding the candidate. In case of a negative recommendation, the notification shall be in writing with reasons, if either the candidate or the University Librarian so wishes.

The librarian for whom a negative recommendation by either the University Librarian or the Advisory Council will be transmitted to the Director of University Libraries shall, if he or she so chooses, submit directly to the Director of University Libraries, within one week after being informed of the recommendation by the University Librarian, a written statement presenting his or her case. The candidate shall, if he or she so chooses, also submit to the Director of University Libraries a request for the case to be referred to the Faculty Review Board for consideration.

The University Librarian shall transmit to the Director of University Libraries his or her recommendation and those of the Advisory Council and the supervisor(s), together with the candidate's professional service record, supporting data and any dissenting opinions. At the same time, the University Librarian shall inform each individual who has been considered, his/her supervisor(s), and the Council of the decision made. In the case of a positive recommendation the individual should receive as his or her notification a copy of the University Librarian's recommendation to the Director of University Libraries.

The Director of University Libraries

The Director of University Libraries shall discuss with the University Librarian those cases in which the Director's recommendation will differ from that of the University Librarian, and shall discuss with the Department Head and the University Librarian those cases in which the Director's recommendation will differ from that of the Department Head. Opportunity shall be provided for the original recommendations to be reviewed and supplemented in the first instance by the University Librarian and/or the Advisory Council, and in the second instance by the Department Head and/or Assistant University Librarian.

The Department Head and/or the Assistant University Librarian shall, if he or she so chooses, request the Director of University Libraries to refer to the Faculty Review Board a case in which the recommendations of the Department Head and the Director will differ.

The Director of University Libraries shall refer to the Faculty Review Board for its consideration (1) all cases whose referral was requested by a librarian under the terms above, (2) all cases whose referral was requested by a Department Head and/or Assistant University Librarian under the terms above, (3) all cases in which the Director's recommendation will still differ from that of the University Librarian after the discussion contemplated above, and (4) other cases which the Director of University Libraries wishes to refer. The Director shall notify each candidate whose case is referred to the Faculty Review Board.

The Faculty Review Board shall provide an opportunity for each librarian whose case is under consideration to appear before the Board to present a statement in his or her behalf.

The Faculty Review Board shall discuss each case referred to it with the Director of University Libraries.

The Faculty Review Board shall submit a written recommendation in each case to the Director of University Libraries, and shall inform the candidate in writing of its recommendation, together with the reason for it.

The Director of University Libraries shall make recommendations to the President for presentation to the Board of Trustees at the March meeting of the Board. In case of promotion, final action will be taken by the Board of Trustees upon recommendation of the President.

The President and the Board of Trustees

Final action on promotion (and reappointment) of professional librarians will be based on all available evidence and will be taken by the President and the Board of Trustees upon the recommendations of the Director of University Libraries, the University Librarian, the Advisory Council, the Department Head/Coordinator and/or the Assistant University Librarian,and such others as may from time to time be charged with this responsibility.

Summary of Appeals Procedure

A candidate who does not receive a recommendation for promotion from the Advisory Council and/or his/her supervisor(s)may appeal to the University Librarian either in person or in writing prior to the University Librarian's forwarding recommendations to the Director of University Libraries. A candidate who does not receive a recommendation for promotion from the University Librarian may appeal to the Director of University Libraries either in person or in writing and may also submit a request for the case to be referred to the Faculty Review Board for consideration prior to the Director's forwarding recommendations to the President of the University.

Personnel File

All recommendations considered in these procedures and all solicited and unsolicited evaluative opinions shall become part of the professional librarian's personnel records. These records shall be open to the individual according to the Freedom of Information Act.

Exception: If a candidate chooses to withdraw his/her name from consideration for promotion as specified in these procedures, the candidate's professional service record form shall be returned to the Assistant Director for Personnel along with the candidate's written notice of withdrawal. All other material, solicited and unsolicited, which had been collected by the Advisory Council and/or the candidate's supervisor(s) shall be destroyed. The candidate's written decision to withdraw shall be retained in his/her personnel file only the minimum length of time required to insure legal protection to the University.

Amendments to Procedures and Criteria

On 1 March the Advisory Council will solicit written suggestions for changes in the criteria and/or procedures from professional librarians and the University Librarian. After consideration of the suggestions, the Council will schedule a meeting of professional librarians before 15 April to discuss the proposed changes which two weeks prior to the meeting will have been sent to all librarians. Changes must be endorsed by a majority of those present and voting at the meeting.

Changes so endorsed will be forwarded to the University Librarian for approval and/or comment which shall be conveyed to the Advisory Council within ten working days.

Changes in criteria and procedures will be forwarded by the University Librarian to the Director of University Libraries for approval by the University Administration.

Changes should be completed and a revised copy of the criteria and procedures distributed by the University Librarian to each professional librarian by 1 August.

AGREEMENT BETWEEN

BOARD OF REGENTS

STATE UNIVERSITY SYSTEM OF FLORIDA

AND

UNITED FACULTY OF FLORIDA

1978–1981

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TABLE OF CONTENTS

Page

Table of Contents
Preamble 1

Article

1 Recognition 2
2 Consultation 2
    2.1 Consultation with Chancellor 2
    2.2 Consultation with Presidents 2
    2.3 Consultation with Developmental Research School Directors 3
3 UFF Privileges 3
    3.1 Use of Facilities and Services 3
    3.2 Bulletin Boards 3
4 Reserved Rights 3
5 Academic Freedom 4
6 Nondiscrimination 4
7 Minutes, Rules and Budgets 4
8 Appointment 5
9 Assignment of Responsibilities 6
10 Annual Employee Performance Evaluation 9
11 Personnel Evaluation File 10
12 Reappointment 11
13 Layoff and Recall 13
14 Promotion Procedure 14
15 Tenure 14
16 Termination and Other Actions 16
17 Leaves 16
    Compensated Leaves 16
    17.1 Accrual During Leave with Pay 16
    17.2 Holidays 17
    17.3 Sick Leave 17
    17.4 Job-related Disability Leave 18
    17.5 Annual Leave 18
    17.6 Jury Duty and Court Appearances 19
    17.7 Military Leave 19
    17.8 Uncompensated Leaves 20
    17.9 Compulsory Disability Leave 20
18 Copyrights and Patents 21
19 Outside Employment 23
20 Grievance Procedure and Arbitration 24

Page

21 Other Employee Rights 30
    21.1 Professional Meetings 30
    21.2 Office Space 30
    21.3 Safe Conditions 30
    21.4 Tuition-free Courses 30
    21.5 Limitation on Personal Liability 30
22 Professional Development Program and Sabbaticals 31
23 Salaries 34
24 Fringe Benefits 36
25 Insurance Deduction 37
26 Dues Deduction 37
27 Maintenance of Benefits 39
28 Miscellaneous Provisions 39
    28.1 No Strike or Lockout 39
    28.2 Effect of Passage of Law 39
    28.3 Legislative Action 39
    28.4 Venue 39
    28.5 Copies of Agreement 39
    28.6 Class Titles 39
29 Severability 40
30 Amendment and Duration 40
31 Totality of Agreement 41
32 Definitions 41
Signature Page 43
Appendix A: Class Titles in Bargaining Unit 44
Appendix B: Dues Check-off Authorization Form 47
Appendix C: Grievance 48
Appendix D: Request for Review of Step 1 Decision 49
Appendix E: Notice of Arbitration 50
Appendix F: General Responsibility of Librarians 51
Appendix G: Salary Increases 1978–1979 55
Appendix H: Salary Increase Notification 56
Appendix I: Portions of the 1978–79 Appropriations Act 59

shall be considered therefor in accordance with the normal hiring procedures of that university. Any offer of reemployment pursuant to this section must be accepted within 15 days after the date of the offer, such acceptance to take effect not later than the beginning of the quarter immediately following the date the offer was made. In the event such offer of reemployment is not accepted, the employee shall receive no further consideration pursuant to this Article. An employee who held a tenured appointment on the date of termination by reason of layoff shall resume the tenured appointment upon recall. The employee shall receive the same credit for years of service for purposes of layoff as held on the date of layoff.

13.5 The provisions of this article shall not apply to employees appointed to visiting positions, to those appointed for less than one academic year, or to those with less than five years continuous service who are appointed to positions funded from "soft money," e.g., contracts and grants, sponsored research trust funds, and grants and donations trust funds.

Article 14
PROMOTION PROCEDURE

Promotion decisions shall be based upon criteria specified by the Board or its representatives and made known to the affected employees. Recommendations for promotion shall begin with the employee's supervisor and be submitted to the appropriate administrative officials for review. The recommendations shall be transmitted to the President for final action. (N.B. Attached as Appendix F, for information purposes, is a statement of principle regarding Librarians' promotion.).

Article 15
TENURE

15.1 A tenured employee may be terminated only for cause in accordance with the provisions of Article 16, Termination and Other Actions, or laid off only in accordance with the provisions of Article 13, Layoff and Recall.

15.2 Employees with the rank of assistant professor, associate professor, professor, and other employees the Board may designate (such as assistant librarians, associate librarians and librarians at the University of Florida) shall be eligible for tenure. At Florida State University, assistant professors, pursuant to that university's rule, are not eligible for tenure unless the rule is changed. The Board may designate other positions as tenure-earning and shall notify the employee of such status at the time of initial appointment. Tenure shall be in a department or other appropriate unit.

15.3 Except for employees who, by virtue of prior service credited at time of appointment, are eligible for consideration earlier, an employee shall normally be considered for tenure during the fifth year of continuous service in a tenure-earning position or, at the option of the employee and with the concurrence of the appropriate administrative officials, during the sixth such year in a tenure-earning position. Part-time service of an employee employed at least three academic quarters out of four in any 12 month period shall be accumulated. For example, one year (at least three quarters) of half-time service shall be considered one-half year of service for purposes of tenure eligibility. By the end of six full years of service within the State University System, an employee eligible for tenure shall either be awarded tenure or given notice that further employment will not be offered. The notice shall be accompanied by a statement of reasons by the President or representative why tenure was not granted.

15.4 The decision of the Board to award or deny tenure shall be made by September 15 and the employee shall be notified in writing by the President within five days of the decision of the Board. An employee being considered for tenure prior to the sixth year may withdraw from consideration on or before April 15 without prejudice.

15.5 The performance of an employee during the entire term of employment at the institution shall be considered in determining whether to grant tenure.

15.6 Tenure may be granted at the time of initial appointment.

15.7 A tenured employee may transfer with tenure within the institution or to another university in the State University System if a vacancy exists and the employee is offered employment through the normal hiring process. The amount of prior SUS service creditable toward tenure at another university may, by mutual agreement, be all or part of such service. In the absence of mutual agreement, all such service shall be credited.

15.8 Employees in developmental research schools operated under the Board, excluding supervisors and principals, shall be eligible for permanent status upon reappointment to the fourth year of continuous service. An employee with permanent status may be terminated only for cause in accordance with the provisions of Article 16, Termination and Other Action, or laid off only in accordance with the provisions of Article 13, Layoff and Recall.

15.9 Authorized leaves of absence may, under the provisions of Article 17, Leaves, be credited toward eligibility for tenure.

Appendix F
GENERAL RESPONSIBILITY OF LIBRARIANS

A librarian shall be defined as an individual with the basic professional expertise characterized by a master's degree in library science from an American Library Association accredited institution. The term "librarian" shall be used exclusively to refer to a person with this professional background. An academic librarian shall be defined as a librarian employed in a junior college, college or university library. Other positions in the library such as personnel director or systems analyst may have similar ranks and remuneration but will not carry the title of librarian.

Although academic librarians provide professional instructional support, they also perform an independent, self-determined, educational function. They initiate programs to further the education of students and advise researchers in scholarly pursuits. They develop, select, acquire and organize library materials and create catalogs, data bases, bibliographies, graphic aids and other media to provide access to those materials. Directly and indirectly, they teach groups and individuals.

They may work in areas of *Public Services*, which might include Reference, Circulation, Interlibrary Loan; in areas characterized as Technical Services, such as Acquisitions, Cataloging, Catalog Maintenance, Serials; in *Specialized Collections* such as Instructional Materials, Maps, Special Collections, Government Documents, Branch Libraries; in areas of Administration; in collection development, or combinations thereof. They may serve as administrators, researchers, practitioners, or planners.

Academic librarianship requires a superior knowledge of bibliographic resources and a broad educational background for a general library and a specialized background for departmental and professional libraries. Academic librarians participate in decision-making, serve on committees, and wherever possible, contribute to University concerns. They are expected to be active in library professional matters.

Rank as a librarian, therefore, shall not be determined by administrative or other specific library positions but by the librarian's education, experience, record of achievement including research and creative activities, effectiveness in a position, and service to the University, the profession, and the community. Library functions and positions will vary from one institution to another, so it is not appropriate to identify certain activities as characteristic of certain ranks. Duties for librarians in each library as well as each department also may vary and to some extent are expected to be self-determined efforts at development of services. Librarians will be eligible for promotion from one rank to the next when they meet

the criteria developed within the institution and are recommended by the appropriate Library and University administrators and committees. Such promotion shall be governed by the individuals' qualifications and merit, within the context of the criteria for promotion within each institution. Minimum requirements for each rank are outlined in the following pages.

Some librarians may have the fifth year professional bachelor's degree[1] granted before the 1951 "Standards for Accreditation," which is acceptable if from an A.L.A. accredited institution. Librarians employed in professional positions when this policy becomes effective shall be considered professional academic librarians within the State University System.

LIBRARIAN

Education

Master's degree in library science from an American Library Association accredited institution.

Additional academic course work and/or participation in institutes, workshops, or conferences which would further one's education.

Desirable: Second master's degree or doctoral degree in progress or achieved.

Experience

A minimum of nine years experience as a professional librarian after receiving the master's degree in library science. Some years of appropriate professional, non-library experience or responsible non-professional sional library experience may be substituted.

Qualifications

Years of experience shall be only one of the criteria for classification at the rank of Librarian. A librarian holding this rank shall have made outstanding achievements in bibliographical activities, in research or in other professional endeavors. The librarian should have a documented record of effective performance which shows an increasing responsibility and continuing growth. The librarian should have demonstrated exceptional service to the library profession and to the academic institution where employed through successful committee work, offices held, projects completed, or other evidence of exceptional commitment to the concerns of the institution and the profession.

[1] *Encyclopedia of Library and Information Science.* "Education in Library and Information Science," by Anthony Debons. New York, Marcel Dekker, Inc. 1968-v. 7, pp. 425–426, 448–450.

Promotion to this rank shall be governed by the individual's qualifications and merit within the context of the criteria for promotion within each institution, and such promotion shall not be restricted by quotas or numerical limitation on rank.

ASSOCIATE LIBRARIAN

Education

Master's degree in library science from an American Library Association accredited institution.

Additional academic course work and/or participation in institutes, workshops, or conferences which would further one's education.

Desirable: Second master's or doctoral degree in progress or achieved.

Experience

A minimum of five years of professional librarian experience after receiving the master's degree in library science. Some years of appropriate professional, non-library, or responsible non-professional library experience may be substituted.

Qualifications

Years of experience shall be only one of the criteria for classification at the rank of Associate Librarian. A librarian holding this rank shall have made substantial contributions to the library profession and/or to the institution or library where employed and achieved a high level of competence in bibliographic activities, in research or in other professional endeavors. The librarian should have a documented record of effective performance which shows an increasing responsibility and continuing growth.

Promotion to this rank shall be governed by the individual's qualifications and merit within the context of the criteria for promotion within each institution, and such promotion shall not be restricted by quotas or numerical limitations on rank.

ASSISTANT LIBRARIAN

Education

Master's degree in library science from an American Library Association accredited institution.

Desirable: Additional academic course work and/or participation in institutes, workshops, or conferences which would further one's education.

Experience

A minimum of two years responsible professional experience after receiving the master's degree in library science. Some appropriate professional, non-library experience or responsible non-professional library experience may be substituted.

Qualifications

A librarian holding this rank shall have made significant professional contributions to the library and/or the institution where employed. The librarian should have a documented record of effective performance which shows an increasing responsibility and continuing growth. There should be evidence of strong commitment to the library profession and potential for making scholarly contributions to the field.

Promotion to this rank shall be governed by the individual's qualifications and merit within the context of the criteria for promotion within each institution, and such promotion shall not be restricted by quotas or numerical limitations on rank.

INSTRUCTOR—LIBRARIAN

Education

Master's degree in library science from an American Library Association accredited school.

Experience

None required.

Qualifications

A librarian appointed at this rank shall have an academic record and recommendations that indicate a potential for successful performance as an academic librarian.

This rank shall be considered an initial rank to which persons will not be assigned permanently.

Appendix G
SALARY INCREASES 1978—1979

I. In accordance with the Agreement between the United Faculty of Florida and the Board of Regents, salary increases for 1978—79 shall be provided in the following manner:

A. Across-the-Board Increase: All employees employed at least one quarter in the 1977—78 academic year shall receive an across-the-board increase of 3%.

B. Promotions. Promotion increases shall be awarded in the following amounts:

To Assistant Professor, Assistant University School Professor and to Assistant University Librarian, $500;

To Associate Professor, Associate University School Professor and Asssociate University Librarian, $1000;

To Professor, University School Professor and University Librarian, $1500.

C. Merit Increases. Merit increases may be awarded to employees in accordance with the attached statement.

D. Equity Increases.

1. Statutorily Required Equity Increases: Equity increases shall be granted to correct salary inequities based upon sex for employees in accordance with Section 241.735, Florida Statutes.

E. Other Increases. Other increases, including counteroffers, may be awarded in accordance with the attached statement.

II. The person or persons making the initial recommendation for this area is (are):

Name:

Office:

If you wish to consult with this person(s) prior to the determination of the recommendation for salary increases, please inform him or her prior to:

All employees have the right to consult with the person or persons making the initial recommendation regarding salary increases prior to the determination of the recommendation. All employees will be notified, prior to the commencement of the salary increase, of the amount of increase and the categories in which the salary increase is distributed.

III. According to the agreement between UFF and the BOR this notice must be posted at least two weeks prior to any recommendation.

Appendix H
SALARY INCREASE NOTIFICATION

Date:

Name:

According to the Agreement between the Florida Board of Regents and United Faculty of Florida, your salary increase is:

Across-the-Board: $

Statutorily required equity adjustment: $

Promotion from ________________ to ________________

Merit: $

Other: $

The recommendation for your salary increase was prepared by:

____

You may request a conference to discuss this increase.

This report is presented to you in conformity with the Agreement between the Florida Board of Regents and United Faculty of Florida and the Statement Concerning Merit and Other Salary Increases. All salary increases have been made in accordance with that Agreement and the Statement Concerning Merit and Other Salary Increases which were posted in all departments or other work areas at least two weeks prior to the decision of the person or persons making the recommendation.

STATEMENT CONCERNING MERIT AND OTHER SALARY INCREASES

I. Merit Salary Increases

Salary increases in recognition of merit represent a significant, tangible way in which special contribution to the university may be acknowledged.

A. Faculty. The three traditional areas of professional activity—teaching, research and other creative activities, and service—represent the basic areas of concern in reviewing the contribution of a member of the faculty viewed, always, in the context of his or her assignment. In this regard, the agreement between the Board of Regents and the United Faculty of Florida is particularly instructive:

1. Teaching effectiveness, including effectiveness in presenting knowledge, information, and ideas by means or methods such as lecture, discussion, assignment and recitation, demonstration, laboratory exercise, practical experience, and direct consultation with students. The evaluation shall include consideration of effectiveness in imparting knowledge and skills, and effectiveness in stimulating the students' critical thinking and/or creative abilities, and adherence to accepted standards of professional behavior in meeting responsibilities to students.

2. Contribution to the discovery of new knowledge, development of new educational techniques, and other forms of creative activity. Evidence of research and other creative activity shall include, but not be limited to: published books; articles and papers in professional journals; musical compositions, paintings, sculpture; works of performing art; papers presented at meetings of professional societies; and current research and creative activity that have not yet resulted in publication, display, or performance. The evaluation shall include consideration of the employee's productivity, including the quality and quantity of what has been done during the year, and of the employee's long-term research and other creative programs and contributions; and recognition by the academic or professional community of what is done.

3. Service on departmental, college, and university committees, councils, and senates; service in appropriate professional organizations; participation in meetings, symposia, conferences, workshops; participation in radio and television; and service on local, state, and national governmental boards, agencies, and commissions. Evaluation of service shall include consideration of contribution to:

   a. the orderly and effective functioning of the employee's academic unit (program, department, school, college) and/or the total university;

   b. the university community; and

   c. the local, state, regional, and national communities, and scholarly and professional associations.

4. Other assigned university duties, such as advising, counseling, and supervision of interns, or as described in a Position Description, if any, of the position held by the employee.

5. Such other responsibilities as may be appropriate to the assignment.

B. Non-Faculty. Non-faculty shall be considered for merit awards based upon excellence in the performance of assigned duties and other meritorious contributions to their profession and their university.

C. Period of Service to be Considered. Ideally the award of a salary increase in recognition of meritorious service should be made after a review of performance over the last year, i.e., since the last merit awards were made.

D. Use of Evaluations and Personnel Files. The law requires the universities to review Employee Annual Performance Evaluations in making judgments regarding the distribution of salary funds in recognition of merit (F.S. 241.731). Although annual evaluations may not take into consideration all appropriate factors applicable to the distribution of merit funds, they shall, nevertheless, be one of the sources consulted.

II. Other Salary Increases

A. While it is recognized that, occasionally, counteroffers must be made to retain outstanding faculty, their use should be infrequent. Counteroffers tend to have an adverse, damaging effect upon the morale of other faculty who may be of equal or better quality but who do not solicit competitive offers. Such solicitation is counterproductive and is encouraged by the practice of making counteroffers.

No counteroffer should be made without an assessment of its impact on the salaries and morale of others of the same rank and experience and merit.

B. Other salary increases may be made to employees in particular programs, departments or other areas to encourage institutional growth and programmatic direction in accordance with national marketplace and institutional priorities.

Appendix I

RELEVANT PROVISIONS OF THE 1978–79 APPROPRIATIONS ACT

★ ★ ★

"Moneys included in Section 1, Item 16, of this act are to provide salary adjustments and merit increases effective September 1, 1978, except increases for those employees of the Board of Regents who began the summer quarter of 1978, and have been employed at least two full quarters during the fiscal year 1977–78, which shall be effective with the first pay period following July 1, 1978. All moneys for salary adjustments and merit increases are provided as follows:

★ ★ ★

"Board of Regents Pay Plan:

"No employee shall receive a total merit increase in excess of ten percent (10%) of his actual June 30, 1978, annual salary rate unless approved by majority vote of the Board of Regents, except those employees eligible for increases under the provisions of A.3. who shall be eligible for a maximum total merit increase of up to thirteen percent (13%). Furthermore, no funds other than those appropriated in this act for merit increases may be so utilized . . . . It is the legislative intent that no employee shall receive a merit increase in excess of 10%. If the total increase including promotional increases, salary adjustment required by Section 241.735, Florida Statutes, and special increase as provided in A.3., exceed 10%, or in the case of positions eligible to receive the special increases as provided in A.3. exceed 13%, then the Board of Regents must approve the increase by a majority vote.

"Unit Employees:

A. Merit pay increase moneys are provided at 6% of the actual June 30, 1978, salary rate of the authorized current positions.

   1. Each employee who has been employed at least two full quarters during the fiscal year 1977–78 and who has not received notification that 1978–79 will be his terminal year of employment, shall receive an increase of 3% based on such employee's June 30, 1978, salary rate.

   2. Funds equal to 3% shall be available to the Board to grant pay increases at the discretion of the Board for promotional increases, increases in recognition of merit, salary adjustments required by Section 241.735, Florida Statutes, and for other increases to remain competitive.

   3. From the funds provided in 2. above, the Board of Regents shall give priority to those instructional and research faculty, who spend at least 50% of their assigned workload in teaching activities.

B. No moneys appropriated in Section 1, shall be used to compensate union representatives for release time in processing grievances or acting as union stewards."

[illegible]

and the

American [illegible]

University [illegible]

Temple [illegible]

July 1, [illegible]

Table of Contents

Article

I. Recognition 3
II. Definitions 3
III. Salaries 4
  A. Across the Board Increases 4
  B. Salary Minima 5
  C. Additional Increases for Promotion 6
  D. Faculty Merit Increases 6
  E. Salary Inequity Adjustments 8
  F. Miscellaneous 9
  G. Compensation of Department Chairperson 10
IV. Fringe Benefits 10
  A. General 10
  B. Blue Cross/Blue Shield Benefits 10
  C. Major Medical Insurance 11
  D. Dental Benefits 11
  E. Group Insurance 11
  F. Long-Term Disability 11
  G. Sick Leave Policy 12
  H. Maternity Leave 12
  I. Leave of Absence 12
  J. Liability Protection 12
  K. Early Retirement 13
  L. Academic Professionals' Benefit Committee 13
V. Work Load 14
VI. Tenure Procedures 15
VII. Termination of Service of Faculty 17
VIII. Promotions 19
IX. Appointment, Promotion, and Termination of Service of Librarians 20
X. Appointment, Promotion, and Termination of Service of Academic Professionals 26
XI. Selection of Department Chairpersons 28
XII. Safety and Health 29
XIII. Affirmative Action 29
XIV. No Discrimination 29
XV. Maintenance of Standards 29
XVI. Grievance Procedure 30
XVII. Arbitration Procedures 31
XVIII. Rights of AAUP 32
XIX. Deduction of Dues 33
XX. Rights of Temple 34
XXI. Personnel Files 34
XXII. No Strike/No Lockout 35
XXIII. Savings Clause 36
XXIV. Federal Wage Controls 36
XXV. Meet and Discuss Conference 36
XXVI. Agreement Construction 37
XXVII. Duration of Agreement and Reopener Clause 37
Appendix A—Academic Professional 37

established herein for promotion or set forth in the 1973 edition of the Faculty Handbook. In either event, the remedy of the arbitrator shall be to remand the decision for reconsideration.

ARTICLE IX

Appointment, Promotion, and Termination of Service of Librarians

A. **Terms of Appointment**

1. All full time librarians within the bargaining unit shall be appointed for such terms of office as shall be provided in this statement of policy, subject to the provisions contained herein with respect to the termination of their appointments. The terms and conditions of every appointment shall be stated in writing and shall be in the possession of both Temple and the librarian before the appointment becomes effective.
2. Librarians who desire to be employed on a ten-month (two months leave without pay) basis rather than on a twelve-month basis shall make application in writing for the same to the Director by March 1st of the preceding fiscal year. The Director shall render a decision by April 1st. In the event that the request cannot be granted to all librarians submitting such a request, the Director, in making his determination, shall do so on the basis of the operating needs of the library, and the relative seniority of the librarians involved. Where there is a conflict and one or more of them has previously been refused in a prior request, then preference shall be granted to such librarian notwithstanding relative seniority.
3. Librarians shall be appointed initially for a term of one year and may be reappointed for two additional terms of one year and two years respectively to be followed by a regular appointment.
   a) A committee defined by the librarians of the Academic Assembly will advise the Director on decisions to grant or not to grant reappointment during the first and second years. The Director's decision shall be made at least 90 days prior to the expiration of any contract. The Director's decision during the first and second year is not subject to the grievance or arbitration provisions of this Agreement.
   b) The probationary period shall consist of a series of terms amounting to 4 years.
      (1) In the event that a librarian will not be granted a regular appointment, a termination of contract notice must be provided in writing at least six months prior to the expiration of his fourth year (with the appropriate fiscal year adjustment under A, 3b, sub (4)) of service, or he shall be granted a one-year terminal contract for his fifth year of service.
      (2) A librarian initially hired at the L1 rank must be recommended for promotion to the L2 rank within four years, or he will receive a terminal one-year contract (or a six months notice of termination).
      (3) Librarians currently employed with four or more years of full time service to the library, except those on a fifth year terminal contract, will be considered to have successfully completed the probationary period, and shall be granted a regular appointment.
      (4) For librarians hired in July, August, or September, their first one-year appointment shall terminate the following June 30. For librarians hired in October through June, their first one-year appointment shall terminate one year after the following June 30. For example, a librarian hired in October 1976 shall have a first one-year contract terminating June 30, 1978.

B. **Standards for Promotion and Completion of the Probationary Period**

1. Criteria for promotion and completion of the probationary period shall include:
   a. effectiveness of performance as a librarian,
   b. continuing professional growth as demonstrated by scholarly activities such as continuing education, participation in professional activities, and contributions to the profession
   c. effectiveness of service to the library, and/or to the University.
2. For promotion from L1 to L2 a librarian must demonstrate a high degree of competence in the discharge of duties as a librarian. Promotion to L3 or L4 and/or completion of the probationary period shall be

achieved by demonstrating a high degree of competency in a or b above and having effective performance in the other two criteria.

3. Librarians may always be considered for completion of the probationary period after shorter periods of service than those specified above. Under exceptional circumstances librarians with significant experience in the institution from which they come may be granted a regular appointment upon initial employment.
4. Librarians have the right to the professional expression of judgments and views.

C. **Procedures**

1. Consideration for promotion and/or completion of the probationary period may be initiated at the appropriate time by any or all of the following:
   1) librarian's immediate supervisor,
   2) the appropriate Committee defined by the librarians of the Academic Assembly,
   3) library administration,
   4) the librarian, or
   5) any other member of the academic community.
2. All initial evaluations for promotion, and during the third (2-year) appointment, completion of the probationary period shall be through the appropriate Committee of the Academic Assembly (which Committee is to be defined by the librarians of the Academic Assembly) and the list of candidates shall be sent to the Director.
3. The Committee shall submit its recommendations, and reasons therefore, to the Director and inform the individuals involved.
4. The Director will inform in writing the individuals and the Committee of his decisions and the reasons for them within ten days after receiving the recommendations of the Committee.
5. The decisions of the Director, and all recommendations of the Committee, shall be forwarded immediately to the Vice President and Dean of Faculty or his designee for final resolution. The decision of the Vice President and Dean of Faculty or his designee must be given in writing within ten days to the individual, the library Director, and the Committee of the Academic Assembly.
6. Librarians who have completed the probationary period shall maintain this status even if they have a physical or mental disability of up to twelve months' duration that prevents them from carrying out their responsibilities. With the appropriate medical certification, the librarian may return to his University responsibility with the status of having completed the probationary period.
7. Time spent on official leave from the University will not be included in the calculations of the various time periods stated above unless the librarian requests in writing to the Director, and the Director approves, that such leave time be included in the timing of decisions on completion of the probationary period.

D. **Right of Appeal For Not Granting Regular Appointment**

A librarian not granted regular appointment after the second year of the probationary period has the right to appeal the decision. Within two weeks after notification by the Vice President and Dean of Faculty or his designee of the decision not to grant regular appointment, the librarian must notify the Vice President and Dean of Faculty or his designee and the AAUP that he wishes to appeal the decision.

Temple and the AAUP will jointly within one week appoint an Appeals Committee of five members of the Temple Community to review the decision. If mutual agreement on the five members, including the designation of a chairperson, cannot be arrived at within one week, AAUP and Temple shall constitute a seven member committee. Within one additional week each shall submit to the other party a list of four members of the Temple Community. Each party shall then strike two names from the list submitted by the other party. The remaining three members, including the designation of the Committee chairperson, shall then be chosen by Temple and the AAUP within one additional week from within the Temple Community.

By a majority vote the Appeals Committee may either:

1. Confirm the decision of Temple
2. Reverse the decision
3. Remand one time for such further consideration as it deems appropriate.

If the case is remanded for such consideration and as a result the established time limits for a decision concerning regular appointment are exceeded, it is hereby understood that this will not constitute de facto regular appointment. The Committee shall be empowered to direct when reconsideration must be completed and, where appropriate, to award an additional one-year contract. In all cases, if the reconsideration decision extends past June 30, and the final decision is against a regular appointment, the librarian shall then receive an additional one-year terminal contract.

If following remanding the Appeals Committee must again be constituted the members thereof need not be the same persons as those who served on the Committee when the matter was initially remanded.

The decision of the Appeals Committee shall in all cases be final and binding upon Temple, the AAUP, and the librarian involved. A tie vote shall be deemed to be a confirmation of the decision of Temple.

E. **Procedures for Periodic Evaluation of Librarians**

1. During the initial six months of employment, the immediate supervisor and the librarian shall meet at least once for informal discussions of professional performance and responsibilities involved. At the end of six months a written evaluation shall be made by the supervisor, discussed with the librarian, signed by both, and placed in the librarian's personnel file. This signing shall not be deemed to constitute approval by the librarian. The librarian is entitled to attach any written comment or refutation he deems appropriate to the evaluations.
2. Thereafter, annual written evaluations shall be made each January by the immediate supervisor, discussed with the librarian, signed by both and placed in the librarian's personnel file. The librarian is entitled to attach any written comment or refutation he deems appropriate to the evaluation.

F. **Termination of Service by Temple.**

1. Written notice that an appointment is to be terminated because of retrenchment or non-renewal of a term appointment shall be given to a librarian as follows:
   - Three months for less than two years of service
   - Six months after two years of service

In each case, Temple shall have the option of substituting equivalent severance salary.

2. Termination of service of a librarian who has completed the probationary period or an appointment before the end of its specified term may be made only for retirement, adequate cause, or retrenchment (i.e., financial exigency, discontinuation or reduction of a program or department).
3. Retrenchment shall be made according to the following order:
   a) part-time librarians,
   b) librarians on probationary appointment according to the inverse date of hire within the library. In each case, the librarians remaining shall have the requisite qualifications or specialties to perform the work required,
   c) librarians who have completed the probationary period by inverse order of date of hire within the library.

G. **Dismissal for Adequate Cause**

1. Adequate cause means incompetence, grave misconduct, or neglect of duty.
2. Dismissal for adequate cause of a librarian who has completed the probationary period, or before the end of the specified term of an appointment, will be preceded by:
   a) discussion between the librarian and appropriate administration officers looking toward a mutual settlement and/or informal inquiry by the Academic Assembly, seeking a resolution;
   b) a statement of reasons framed with reasonable particularity from the Director. This statement of reasons must be sent to the librarian and to the AAUP. If the matter is not resolved to the satisfaction of the librarian involved, he may use the grievance and arbitration procedure.

H. **Recall**

1. Following a lay off due to retrenchment, any librarian laid off due to retrenchment shall be recalled in inverse order of lay off provided he has the present ability to perform the work available. Laid off employees shall have recall rights for a period equal to their length of service but in no event for more than two years.
2. Upon receipt of such an offer in writing, a librarian shall have one month to decide whether to accept the offer.

I. **Terminology**

1. Throughout the contract the term Director shall include both a reference to the Director of Paley Library

and a reference to the Dean of the College of Education and/or his designee. Also, a reference to Paley Library shall include a reference to the Instructional Materials Center (I.M.C.) in the College of Education.

2. The librarians in the I.M.C. shall have the same relationship to the Dean of the College of Education or his designee as the Academic Assembly of Librarians has with their Director.

ARTICLE X

Appointment, Promotion, and Termination of Service of Academic Professionals

A. **Terms of Employment**

1. Each full-time academic professional and the AAUP shall receive, at the time of employment, a letter setting forth a brief description of the academic professional's duties, his salary and any employment conditions particular to the individual academic professional. The probationary period shall be two years.
2. The academic professional or the AAUP may, within 30 days after receipt of the revised or original job description, file a grievance if he or the AAUP feels that
   - (a) the new salary does not bear a fair relationship to the new duties
   - (b) that the stated duties do not qualify the individual as an academic professional.
3. Any new or vacated position may be designated as a fiscal year or academic year position.
4. An academic professional may request a two-month leave of absence without pay. Such leave is subject to the approval of his supervisor, which approval shall not be unreasonably withheld.

B. **Procedures for Periodic Evaluation of Academic Professionals**

1. Written evaluation shall be made by the immediate supervisor and discussed with the academic professional at the end of six months of employment, at the end of one year, and annually thereafter. The evaluation shall be signed by both parties and placed in the academic professional's personnel file. This signing shall not be deemed to constitute approval by the academic professional. The academic professional is entitled to attach any written comment or refutation he

University of Toronto TORONTO ONTARIO M5S 1A1

OFFICE OF THE PRESIDENT

September 2, 1977

Dear Colleague:

I am pleased to be able to transmit to you a copy of the Agreement relating to terms and conditions of employment of faculty and librarians which was ratified in June, 1977, by the Governing Council of the University and by the University of Toronto Faculty Association. This initial agreement is the result of intensive discussions between representatives of the Governing Council and the Faculty Association. These representatives are to be commended for the many hours they devoted to this task.

The Agreement incorporates existing policies and practices and develops specific procedures for additional faculty and librarian contributions to decisions affecting the terms and conditions of their employment, while at the same time preserving the overall responsibility of the Governing Council and the traditional rights of individual faculty members and librarians.

The Agreement represents a different approach from other universities and is a unique product of the particular circumstances which prevail at the University of Toronto.

Yours sincerely,

John Evans

Enc:

Memorandum of Agreement made this 28th day of June, 1977
between:
The Governing Council of the University of Toronto ("the Governing Council" or "the University")
and
The University of Toronto Faculty Association ("the Association").

This Agreement witnesseth that, in consideration of the mutual promises of the parties herein contained, the parties hereto respectively agree as follows:

Article 1: Purposes

The purposes of this Agreement are:

- to create or confirm the minimum rights, privileges and benefits which the University shall grant to faculty members and librarians and to the Association;
- to provide reasonable protection from unilateral changes to approved policies and practices relating to terms and conditions of employment of faculty members and librarians;
- to establish procedures for the development of specific proposals relating to the terms and conditions of employment of faculty members and librarians;
- to establish formally an effective and orderly procedure for the discussion and determination of salaries and benefits of librarians and faculty members;
- to formalize the relationship between the University and the Association and to establish conditions of support for the Association; and
- to accomplish the foregoing purposes (a) recognizing the importance of not derogating from or diminishing the existing rights of the individual faculty members and librarians, (b) recognizing the roles of the duly established bodies and groups within the University and (c) within the framework of an agreement and relationship between the Governing Council and the Association that is outside The Labour Relations Act of the Province of Ontario and that does not prevent individuals or groups from seeking and obtaining terms and conditions of employment which they consider more favourable than those referred to in this Agreement.

In this connection, both the Governing Council and the Association wish to promote and maintain harmonious, collegial relationships within the University of Toronto, and to provide a mutually acceptable means of settling differences which may arise from time to time without resort to strikes and lockouts and other procedures provided by The Labour Relations Act of the Province of Ontario.

Article 2: No Change in Basic Policies and Practices

The University agrees that, during the term of this Agreement, it will not change the following policies and practices except by mutual consent of the parties:

(a) The Policy and Procedures on Academic Appointments (commonly known as the "Haist Rules" as amended) except for the amendments proposed in the letter of intent attached hereto as Appendix A;
(b) the Policy and Procedures on Employment Conditions of Part-time Academic Staff;
(c) the policy on Political Candidacy in the "Haist Rules";
(d) the Policy and Procedures on the Appointment of Academic Administrators in the "Haist Rules" except for the amendment proposed in the letter of intent attached hereto as Appendix A;
(e) the Policy Statement on Supplementary Income and Related Activities, as supplemented by the Guidelines on Related Activities;
(f) the policy on retirement age affecting faculty members and librarians, namely, no faculty member or librarian shall be required to retire before the 30th day of June following or coincident with the faculty member's or librarian's 65th birthday. Faculty members and librarians who reach the age of 65 may, on recommendation from the division and at the discretion of the Vice-President and Provost, be offered additional annual appointments, full- or part-time, until age 68;
(g) the policy on sick leaves affecting faculty members and librarians; and
(h) the present practices affecting faculty members and librarians relating to leaves of absence, short term compassionate and emergency leaves, as described in Appendix B.

*

Article 3: Librarians

The parties agree that, within fourteen (14) days following the ratification of this Agreement, the President will establish a Working Group to recommend policies for librarians. The Working Group will be chaired by the Vice-President and Provost or his designate and have the following composition: five librarians, two library administrators and three faculty members, all to be appointed by the President with the advice of the Association.

The parties agree that the terms of reference of the Working Group, the deadline for receiving its recommendations and the procedures to be followed in dealing with its recommendations shall be as contained in the letter from the President of the University to the President of the Association attached hereto as Appendix C.

After the procedures described in Appendix C have been followed, the policies shall become subject to this Agreement upon approval by both parties to this Agreement and not be changed by the University during the term of this Agreement.

Article 4: Promotions

The Governing Council agrees to cause the President to establish within fourteen (14) days following the ratification of this Agreement a Special Presidential Committee to recommend policies on promotions affecting faculty members. The Committee shall consist of nine faculty members and be appointed by the President of the University after consultation with the Association. The Committee will be chaired by the Vice-President and Provost or his designate.

The parties agree that the terms of reference of the Special Presidential Committee, the deadline for receiving its recommendations and the procedures to be followed in dealing with its recommendations shall be as contained in the letter from the President of the University to the President of the Association attached hereto as Appendix D. After the procedures described in Appendix D have been followed, the policies shall become subject to this Agreement upon approval by both parties to this Agreement and not be changed by the University during the term of this Agreement.

Article 5: Contractually Limited Term Appointments

The Governing Council agrees to cause the President of the University to establish a Task Force to review the policy on Contractually Limited Term Appointments. The Task Force will be chaired by the Vice-President and Provost or his designate, and shall consist of seven faculty members appointed by the President of the University after consultation with the Association. The Task Force will be asked to submit its recommendations not later than November 15, 1977. The provisions for the establishment and composition of the Task Force and the procedure for dealing with the recommendations of the Task Force shall be as outlined in the letter of intent from the President of the University to the President of the Association attached hereto as Appendix E.

After the procedures described in Appendix E have been followed, the resulting policies on Contractually Limited Term Appointments shall become subject to this Agreement upon approval by both parties to this Agreement and not be changed by the University during the term of this Agreement.

Article 6: Research and Study Leaves

The University maintains a policy of research leave intended for academic study, research, and writing which provides means for faculty members to increase their knowledge, further their research and scholarship, stimulate their intellectual interests, and strengthen their contacts with the community of scholars, thus enhancing their contributions to the research and teaching activities of the University. Research leave shall be regulated by the following principles:

a) A faculty member on 50 percent or greater appointment shall be entitled to apply for research leave of 12 months at 75 percent salary after every six years of service at the University of Toronto. Such research leave shall not be unreasonably denied. Research leave normally will commence on July 1.

b) As an alternative, each faculty member on 50 percent or greater appointment shall be entitled to apply for a research leave of six months at full salary, after the same period of service. Such leave shall not be unreasonably denied. Such leave may commence either July or January 1, subject to the approval of his or her chairman, dean or principal.

c) The research leave allowance to which such faculty member is entitled may be paid in part as a research grant, made in accordance with University policy for awarding research grants. In appropriate circumstances the schedule of payments of research leave entitlements shall be at the discretion of the faculty member concerned. Details of implementing this will be referred to the Joint Committee described in Article 15.

d) Faculty members on research leave shall be entitled to salary increases and consideration for promotion on the same basis as all other faculty members. Staff benefits will continue on the same basis.

e) A faculty member who wishes to take research leave shall request such leave in writing from his or her chairman, dean, or principal no later than October 31 of the academic year preceding. Such requests may be withdrawn up to three months prior to the academic year in which the leave is to be taken. Afterwards, they can be withdrawn only with the consent of the appropriate University authority. However, this consent shall not be unreasonably denied, particularly in cases where the circumstances are beyond the control of the individual.

Requests for research leave should be accompanied by a statement of the research and scholarship the faculty member proposes to undertake and at the conclusion of the leave a report of the research and scholarship accomplished should be provided to the chairman, dean or principal. In accordance with present rules, every request for research leave requires the approval of both the Vice-President and Provost and the President of the University.

The present practice regarding study leave for librarians will continue until such time as the Working Group on Librarians referred to in Article 3 and Appendix C reports and the practice is duly changed.

Article 7: Academic Freedom and Responsibilities

1. The parties to this Agreement acknowledge that the University is committed to the pursuit of truth, the advancement of learning, and the dissemination of knowledge. To this end, they agree to abide by the principles of academic freedom as expressed in the following statement: academic freedom is the freedom to examine, question, teach, and learn, and it involves the right to investigate, speculate, and comment without reference to prescribed doctrine, as well as the right to criticize the University and society at large. Specifically, and without limiting the above, academic freedom entitles faculty and librarians to:
a) freedom in carrying out their activities;
b) freedom in pursuing research and scholarship and in publishing or making public the results thereof; and
c) freedom from institutional censorship. Academic freedom does not require neutrality on the part of the individual nor does it preclude commitment on the part of the individual. Rather academic freedom makes such commitment possible.

2. A faculty member's professional obligations and responsibilities to the University shall encompass (i) teaching; (ii) research, scholarly or creative activity; (iii) service to the University. While the pattern of these duties may vary from individual to individual, they constitute the faculty member's principal obligation during the employment year, and include, without being restricted to, responsibilities as follows:

(a) A faculty member shall carry out his or her responsibility for teaching with all due attention to the establishment of fair and ethical dealings with students, taking care to make himself or herself accessible to students for academic consultation, to inform students adequately regarding course formats, assignments, and methods of evaluation, to maintain teaching schedules in all but exceptional circumstances, to inform students adequately of any necessary cancellation and rescheduling of instructions and to comply with established procedures and deadlines for reporting and reviewing the grades of their students.

(b) A faculty member shall be entitled to and be expected to devote a reasonable proportion of his or her time to research and scholarly or creative work. He or she shall endeavour to make the results of such work accessible to the scholarly and general public through publications, lectures and other appropriate means. Faculty shall, in published works, indicate any reliance on the work and assistance of academic colleagues and students.

(c) Service to the University is performed by faculty members through participation in the decision-making councils of the University, and through sharing in the necessary administrative work of their Departments, Faculties, the University or the Association. In performance of these collegial and administrative activities, faculty members shall deal fairly and ethically with their colleagues, shall objectively assess the performance of their colleagues, shall avoid discrimination, shall not infringe their colleagues' academic freedom, and shall observe appropriate principles of confidentiality.

3. A librarian's professional obligations and responsibilities shall encompass (i) the development of his or her professional knowledge and performance, (ii) contributions to scholarship, (iii) service to the University. While the patterns of these duties may vary from individual to individual, they constitute the librarian's principal obligation during the employment year. A librarian shall carry out his or her responsibilities with all due attention to the establishment of fair and ethical dealings with library users, colleagues and staff, taking care to be properly accessible. A librarian shall foster a free exchange of ideas and shall not impose nor permit censorship. A librarian shall ensure the fullest possible access to library materials.

Article 8: Maternity, Childcare, and Adoption Leaves

The parties accept the principle of paid maternity leave for faculty members and librarians. The parties are desirous of overcoming problems with the present practice of maternity leave and shall direct the Joint Committee referred to in Article 15 to consider this matter and develop policy proposals relating to maternity leave. Both parties agree to use their best efforts to have a new policy on maternity leave presented to the Governing Council for approval before the end of this academic year. The policy on maternity leave shall become subject to this Agreement upon approval by both parties to this Agreement and not be changed by the University during the term of this Agreement.

Childcare and Adoption leaves for faculty members and librarians will be referred to the Joint Committee for consideration and the development of any policy proposals.

Article 9: Salary and Benefits

Salary and benefits for faculty members and librarians shall be negotiated annually in accordance with the following procedure.

Prior to December 31 of each year, the Association shall, by written notice, call on the University to enter into negotiations pertaining to salaries and benefits for the next academic year. The notice shall specify the items on which agreement is sought.

The parties shall thereupon bargain in good faith and shall make every reasonable effort to reach an agreement.

If agreement has not been reached by January 30, either party may request mediation. A list of five mediators, in order of preference, shall be agreed to by both parties at the signing of this Agreement. The list of potential mediators may be amended from time to time by mutual consent. An individual who has served as mediator may be stricken from the list at the wish of either party, subsequent to his service.

If agreement has not been reached within two weeks after the appointment of the mediator, the mediator shall inform the President of the University and President of the Association of the failure to reach an agreement, the final position of the parties, and the mediator's recommended terms of settlement. The expenses of the mediator shall be borne equally by the parties to this Agreement.

The President shall inform the Governing Council whether an agreement on salaries and benefits has been reached and shall table the mediator's final report, if any, including any recommended terms of settlement. The Governing Council agrees to accept the terms of settlement recommended by the mediator unless Council by a majority vote determines otherwise.

Article 10: Grievance Procedure

A grievance is any complaint by a faculty member or librarian or by two or more faculty members or librarians arising from the interpretation or application or alleged violation of an established or recognized policy, practice, or procedure of the University, referred to or stipulated in this Agreement or otherwise, other than a complaint by the Association about breach of any of the undertakings or provisions of this Agreement that directly relate to the Association as such, and other than a complaint or alleged violation with respect to a faculty member relating to appointments, tenure, or dismissal for cause of a tenured faculty member, for which existing procedures shall be followed. Any grievance relating to a matter respecting terms and conditions of employment which is under review by a presidential advisory committee or working group pursuant to this Agreement, shall be dealt with under this Article until such time as any alternative grievance procedure recommended by such advisory committee or working group has been implemented by the University.

An earnest effort shall be made to settle grievances fairly and promptly.

The parties agree to be bound by and give full and immediate effect to decisions arrived at under the procedures set forth in this Article.

A faculty member or librarian may be accompanied by a grievance representative from the Association at any step in the grievance procedure, if he or she so desires.

A grievance will normally lapse if it is not appealed within the specified time limits. If the administrative official of the University fails to respond within the time limits specified under any step in the procedures below, the grievor may automatically move to the next step. Notwithstanding the foregoing, time limits in this procedure may be extended by mutual consent of the grievor and the administrative official designated at the appropriate steps which follow, or by the Grievance

Review Panel which may decide to entertain a grievance where the time limits specified below have not been complied with, if the Grievance Review Panel is satisfied that neither the grievor's nor the University's position has been substantially prejudiced by the delay.

Wherever an official is specified in this procedure, a designate may be appointed to act.

Step No. 1

If a faculty member or librarian has a grievance he or she shall discuss it orally and informally at the first administrative level having the authority to dispose of it. This shall usually be the department chairman or equivalent in multi-departmental divisions. Such grievances must be presented within twenty (20) working days after the grounds for the grievance were known or ought reasonably to have been known by the faculty member or librarian. The department chairman or equivalent shall notify the grievor of the decision within ten (10) working days

Step No. 2

If the grievance is not resolved under Step No. 1, then, within ten (10) working days, the faculty member or librarian may present a written grievance to the dean, principal, chief librarian or equivalent in his or her division. The dean, principal, chief librarian or equivalent shall notify the grievor in writing of the decision within fifteen (15) working days.

Step No. 3

If the grievance is not resolved under Step No. 2, the grievor, within seven (7) working days after the written decision has been given under Step No. 2, may present the grievance to the Vice-President and Provost. The Vice-President and Provost shall notify the grievor in writing of the decision within fifteen (15) working days.

Step No. 4

Failing a satisfactory resolution of the grievance under Step No. 3, the grievor may refer the grievance to the Grievance Review Panel, with notice to the President of the University within a period of fifteen (15) working days after the written decision has been given under Step No. 3. This notice of intention to proceed to the Grievance Review Panel shall contain the details of the grievance, a statement of the issue in dispute, and a statement of the type of remedy sought by the grievor.

The Grievance Review Panel composed of seven members of the faculty and one librarian shall be appointed by the President of the University after consultation with the Association. Initially four members of the Panel shall be appointed for a term of one year and four members for a term of two years and terms thereafter shall be for a term of two years. Vacancies on the Panel shall be filled by the President after consultation with the Association. The Grievance Review Panel may establish its rules of procedure including but not limited to the assignment of a chairman and two other members of the Panel to constitute a Grievance Review Committee to consider a particular grievance. Where the Grievance Review Panel concludes that it is in the best interests of the grievor and the University to do so, the Panel may appoint an individual from outside the University to serve as chairman of a Grievance Review Committee to consider a particular grievance, provided that the grievor consents to the Grievance Review Panel appointing the chairman in this way.

The Grievance Review Committee shall have access to all written material related to the grievance and shall have the power to interview the parties to the dispute or anyone who may assist in resolving the matter. The Grievance Review Committee should attempt to minimize friction and preserve collegial relationships and shall resort to adversarial hearings only where no other route is satisfactory.

The decision of the Grievance Review Committee shall be final and binding on the grievor and the University. At no stage of these procedures, however, will an administrative official of the University or the Grievance Review Committee have the jurisdiction to change any of the provisions of a duly enacted policy or established practice of the University or to substitute any new provision therefor, or to alter this Agreement. The decision of the Grievance Review Committee shall be unanimous or one reached by the majority of the Committee; provided, however, that if there is no majority decision, then the decision of the Chairman shall constitute the final and binding decision of the Committee.

In all cases, the decision of the Committee shall be communicated to the parties without disclosing whether the decision was unanimous, by majority, or by the chairman's decision, and shall show on its face only that it was a decision of the Committee. No minority or dissenting reports shall be issued.

Group Grievance

A group grievance, which is a grievance as defined above by two or more faculty members or librarians may be brought forward at Step No. 1 of the grievance procedure at any time within thirty (30) working days after the grounds for the group grievance were known or ought reasonably to have been known by the faculty members or librarians concerned. If the group grievance is not resolved under Step No. 1, it may be pursued through the remaining steps of the grievance procedure.

Where a grievance affects two or more faculty members or librarians working in different departments in the same division, they may initiate a group grievance at Step No. 2 within thirty (30) working days after the grounds for the complaint should reasonably have been expected to be known. Where a grievance affects two or more faculty members or librarians in different divisions, they may initiate a group grievance at Step No. 3 within thirty (30) working days after the grounds for the complaint should reasonably have been expected to be known. If the grievance is not settled at this stage within fifteen (15) working days, it may be pursued through the Grievance Review Panel.

Association Grievance

An Association Grievance is any complaint by the Association that any of the undertakings or provisions in this Agreement that directly relate to the Association as such has been breached. The parties agree that every effort should be made to resolve an Association Grievance in the Joint Committee. Failing such resolution, the Association may launch the Association Grievance at Step No. 3 above. If the Association Grievance is not resolved at Step No. 3, it may proceed further in the manner described above.

Article 11: Workloads and Working Conditions

The Governing Council agrees that no faculty member shall be expected to carry out duties and have a workload unreasonably in excess of those applicable to faculty members within the academic division or department (in multi-departmental divisions) of the University to which such faculty member belongs.

In the interest of research and scholarship, faculty members shall not be required to teach formal scheduled courses for more than two terms in any academic year and those terms normally shall be the Spring and Fall terms. Summer teaching in Woodsworth, Erindale and Scarborough Colleges shall continue to be voluntary and on an overload basis. However, nothing in this article shall be interpreted to alter substantially the current arrangements for integrated summer teaching in those departments and divisions where this is now the practice. Nor shall this article be construed to preclude faculty members from voluntarily agreeing to rearrange their teaching schedules so as to include summer teaching as part of their normal teaching loads where this is acceptable to them and to the colleges, divisions or departments (in multi-departmental divisions) offering summer courses.

The Governing Council agrees to continue to use its best efforts to ensure that there is an adequate level of support for faculty members relating to working conditions and equitable distribution of support among members of the same academic division or department (in multi-departmental divisions).

Article 12: No Discrimination

The parties agree that there shall be no discrimination, interference, restriction, or coercion exercised or practised toward any faculty member or librarian in respect to salaries, fringe benefits, pensions, rank, promotion, tenure, reappointment, dismissal, research or other leaves, or any other terms and conditions of employment by reason of age (except for retirement as provided for in this Agreement), race, creed, colour, national origin, citizenship, religious or political affiliation or belief, sex, sexual orientation, marital status and/or family relationship, place of residence, membership or activity in the Association, or any activity pursuant to the principles of academic freedom set out in Article 7.

Article 13: Personnel Files

A faculty member or librarian shall have the right to examine all documents pertaining to that individual in any files kept by any sector of the University as a basis for personnel decisions affecting the faculty member or librarian, and to have such files corrected or supplemented in cases of error or inadequacy; except for those confidential letters of reference and evaluations specified below.

A faculty member or librarian shall have the right to examine his or her personnel files as specified above after giving reasonable notice of his or her desire to do so and under conditions which the department chairman (or dean or personnel librarian as appropriate) deems appropriate to ensure the security of the file.

A faculty member or librarian shall not have the right to examine the confidential letters of reference and evaluations obtained for appointment, tenure, and promotion decisions. These letters of reference and evaluations shall be retained by the department and/or division until one year after the final date on which an appeal of such decisions may be launched, or in the event an appeal has been initiated, until such time as the final stage of appeal, including the courts, has been exhausted. These documents shall then be destroyed.

A faculty member or librarian shall have the right to examine his or her personnel files in the Personnel and Payroll Departments of the University after giving reasonable notice of his or her desire to do so, and under conditions which the appropriate administrator of the department deems appropriate to ensure the security of the file and to minimize disruption of the work of the department.

No document contained in any file of any faculty member or librarian shall be released or made available to any other person or institution, except for internal University administrative purposes, without the express written consent of such faculty member or librarian, or as required by law.

Nothing in this article shall entitle a faculty member or librarian to request access to aggregated statistical surveys which might include information about that individual and which are used for University administrative purposes other than personnel decisions affecting the faculty member or librarian.

Article 14: Information

The University agrees to provide the Association such documents as may be necessary for the negotiation of salaries and benefits pursuant to this Agreement. This shall include, without limiting the generality of the foregoing: University financial reports and audits; the University summary budget, budget estimates and allocations relating to academic staff provided to the Budget Committee; University-wide salary analyses; age, rank and salary profiles; any instructional activity analyses; staff benefit costs; actuarial reviews of the University pension plans; and all other such documents provided to or received from the Ministry of Colleges and Universities, the Ontario Council of University Affairs, Statistics Canada, or the Governing Council.

The University agrees to provide any reports or recommendations relating to terms and conditions of employment of faculty members and librarians about to be made to or by the Governing Council or its committees, in sufficient time to afford the Association a reasonable opportunity to consider them, and if deemed necessary, to make representations when they are dealt with by the Governing Council or its committees. Copies of all agendas, minutes, motions, resolutions, by-laws, and rules and regulations adopted by Governing Council shall also be forwarded to the Association.

It is understood that this article shall not be construed to require the University (a) to compile information and statistics in particular form if such data are not already compiled in the form requested or (b) to provide any information relating to any individual.

Article 15: Joint Committee

The parties agree to establish within fourteen (14) days of the ratification of this Agreement a Joint Committee consisting of not less than four representatives of the Association and an equal number of representatives of the University administration. The Joint Committee shall meet at least twice each term during the academic year. In addition, the representatives of either party to this Agreement may call a meeting of the Joint Committee on seven days' written notice. The representatives of either party may place items on the agenda in advance of each meeting.

The Joint Committee is to have terms of reference wide enough to allow it to consider any aspect of the policies, procedures and practices relating to the terms and conditions of employment of faculty members and librarians, or any matter relating thereto, and to have a liaison and monitoring function with respect to the administration of this Agreement.

Article 16: Association Relations

No faculty member or librarian shall be required to join the Association as a condition of employment. However, the University agrees to continue the present practice of deducting Association dues from the salaries of all faculty members and librarians who so elect, and shall forward the dues collected to the Association in accordance with present practice. On or before the tenth day of each month, the University shall deliver to the Association a list of all persons from whose salaries deductions of Association dues were made during the previous month. On January 1 and July 1 of each year the University shall also provide the Association with a list of all faculty members and librarians.

Pursuant to present policy, the University agrees to provide the Association with the use of suitable services, office space, telephone lines, and the use of the University postal service.

The University shall allow the Association reasonable access for the use of the University's reproduction services, computing facilities, and audio-visual equipment at standard University rates.

Subject to their availability, and consistent with prevailing University policy, the University undertakes to provide the Association with suitable meeting rooms free of charge.

The President of the Association shall be entitled to a 50 percent reduction in teaching load, or the equivalent. The University shall assume financial responsibility for such released time in accordance with standard budgeting practices. Contribution to the Association will be considered along with academic performance in computing salary increases, progress through the ranks and similar benefits to which the President may be entitled.

Article 17: Federal Anti-Inflation Guidelines

To the extent that the federal Anti-Inflation Guidelines are applicable, the parties agree that they will make a joint submission, and if necessary a joint appeal, to the Anti-Inflation Board and will in good faith present the fullest possible brief in support of the approval of the decisions made by the Governing Council relating to salaries and benefits.

Article 18: Non-Applicability to Federated Universities

The parties acknowledge that, because of the independence of the governing bodies of the Federated Universities, the provisions of this Agreement do not apply to such governing bodies.

Article 19: The University of Toronto Act and Severability

The parties agree that this Agreement is subject to the provisions of The University of Toronto Act 1971 as amended from time to time. If any provision of this Agreement is held to be or rendered invalid by judicial or legislative act, the remainder of this Agreement shall remain in force and the parties agree to meet and renegotiate whatever portion may have been held or rendered invalid.

Article 20: Amendments to The University of Toronto Act

The University agrees not to recommend changes in The University of Toronto Act relating to terms and conditions of employment of faculty members and librarians without prior consultation with the Association.

Article 21: Changes to Agreement

Changes or amendments to this Agreement may be made by mutual consent of the parties at any time.

Article 22: Copies of Agreement

The University agrees to provide all faculty members and librarians with a copy of this Agreement and any amendment which may be made thereto.

Article 23: Newly Appointed Faculty Members and Librarians

The University agrees to inform all newly appointed faculty members and librarians that this Agreement is in effect, and to distribute to them a copy of this Agreement at the same time and as part of the other documents provided regarding the terms and conditions of employment.

Article 24: Correspondence

All formal notices between the parties arising out of this Agreement or incidental thereto shall pass to and from the Chairman of the Governing Council and the President of the Association.

Article 25: Term of Agreement

This Agreement shall continue in full force and effect until June 30, 1980, and thereafter automatically renew itself for periods of one(1) year unless either party notifies the other in writing not less than ninety (90) days, nor more than one hundred and twenty (120) days, prior to any expiry date that it desires to terminate this Agreement.

Article 26: Entry into Force

This Agreement shall enter into force upon signature by the Chairman of the Governing Council of the University and by the President of the Association following ratification of the Agreement by the Governing Council and the Association. Ratification procedures shall commence immediately upon accord being signified in writing by the negotiators, and both parties shall use their best efforts to cause ratification of this Agreement by June 30, 1977.

Appendix A

Office of the President,
June 28, 1977.

Professor J.M. Daniels,
President,
University of Toronto Faculty Association,
University of Toronto.

Dear Professor Daniels,

I am writing in reference to the recent negotiations between representatives of the Faculty Association and the University and the proposed Agreement to be entered into between the Association and the University and to confirm the undertaking of the administration with regard to the following issues:

1. Anomalies. The administration undertakes to correct any remaining sex-based anomalies pertaining to the salaries and benefits of faculty members and librarians. The corrections will be made prior to July 1, 1977, and will not be an issue in the bargaining of salaries and benefits generally. The Joint Committee will be charged with continuing to monitor such differentials in salaries and benefits.

2. Equalization of Librarian Salaries. When policies on the ranks and salary levels of librarians have been approved by the Governing Council by the procedure set forth in the Agreement, the administration will proceed within sixty (60) days to equalize the salaries and benefits of the librarians in divisional libraries of the University of Toronto with those in the central library, retroactive to the date of signing the Agreement. Equalization shall not be an issue in the bargaining of salaries and benefits generally.

3. Pension Review. The administration will, within thirty (30) days of the signing of this Agreement, establish a subcommittee of the Pension Review Committee to be responsible for the review of pensions of the faculty and librarians.

4. The administration will propose the following amendments to the "Haist Rules" to the Academic Affairs Committee at its first meeting following the ratification of the Agreement between the Governing Council and the Association.

(a) The following sentence shall be added at the end of paragraph 1, Article 16 of the Policy and Procedures on Academic Appointments:

"The division head or chairman shall prepare and provide a brief summary of the content of the above appraisals and evaluation, without identifying their sources, to the candidate at the time of submission of the dossier as specified below."

(b) The following paragraph shall be added to Article 24:

"The Tenure Appeal Committee shall continue as constituted. Future vacancies, including that of the chairman, shall be filled by the President after consultation with the Association."

(c) The following article shall be inserted immediately following Article 27:

"Article 27A: Rights of Faculty Members Granted Tenure upon Appeal. In the event that a faculty member is granted tenure by the Second Tenure Committee, that person shall immediately be considered for any promotion and be eligible for any merit salary increases that may have been denied him or her by reason of the tenure denial. In the event of undue delay or similar circumstances, a faculty member who has been granted tenure by the Second Tenure Committee may apply to the President of the University for reimbursement of expenses reasonably incurred in his or her tenure appeal."

(d) The following paragraph 19A shall be added immediately following paragraph 19 under the major heading "Academic Administrators":

"19a) In the appointment of a Principal of a College, a special advisory committee shall be appointed by the President of the University, after reference to the Chairmen of departments or divisions within the College and student members of the College Council, this committee to be composed of up to five members of the teaching staff of that College and up to three students of that College, the dean of the School of Graduate Studies or his representative, up to three other qualified scholars from within or outside this University, but outside the College, and a representative of the College Alumni. The Chairman of this committee shall be the President of the University or his nominee. The membership of this committee shall be made public and nominations invited."

Sincerely,

s/ John Evans

Appendix B

Present Practices Affecting Faculty Members and Librarians Relating to Leaves of Absence, Short-Term Compassionate and Emergency Leaves

Leaves of Absence:

Leave of absence with or without pay may be agreed upon by the University and a faculty member or librarian at any time. Requests for leave of absence without pay shall not be unreasonably denied by the University. Leave of absence without pay shall not normally exceed three consecutive years.

Faculty members or librarians on leave of absence receiving twenty-five (25) percent of salary or more shall be entitled to full participation in University benefit plans in accordance with present practice. A faculty member or librarian on leave without pay (or who receives less than 25 percent of salary) may maintain membership in the University benefit plans in accordance with present practice.

Short-Term Compassionate and Emergency Leave:

A faculty member or librarian may arrange short-term compassionate or emergency leave with his or her

Chairman, Dean or Principal with no loss of salary or benefits. Requests for such leaves shall not be unreasonably denied.

Appendix C

Office of the President,
June 28, 1977.

Professor J.M. Daniels,
President,
University of Toronto Faculty Association,
University of Toronto.

Dear Professor Daniels,

The purpose of this letter is to confirm the undertaking of the administration, within fourteen (14) days of the ratification of this Agreement, to appoint a Working Group to formulate policies for librarians, and to describe the procedures by which the report of this Working Group will be approved by Governing Council.

The Working Group shall be chaired by the designate of the Vice-President and Provost, Prof. Roger Savory, and shall be composed of:

Library Administrators
Donald Smith (Personnel Librarian)
David Esplin (Associate Chief Librarian)

Librarians
Marietta Chadwick (Engineering)
Liz Avison (Media Centre)
Harriet Velazquez (UTLAS)
Jane Cooper (Robarts)
Gale Moore (Robarts)

Faculty
Peter Silcox (Political Economy - Erindale)
David Smith (French)
Hal Smith (S.G.S. and Engineering)

The Working Group shall render its report to both parties to the Agreement before October 31, 1977.

The Working Group is directed to recommend policies for librarians relating to appointment procedures, appointment of administrators in the library, criteria for promotions, dismissal, leaves, and the development of a rank and salary structure.

In particular, the Working Group shall be directed to deal with the following issues:

1. The appropriate rank structure for librarians.
2. The principles and procedures relating to permanent status.
3. Methods of selecting and reviewing the positions of library administrators at the level of head of Department and above.

The President of the University undertakes that, after the recommendations have been developed by the Working Group, he will transmit the recommendations (including any minority views relating thereto held by members of the Working Group, and the views of the administration) to the Governing Council. In this connection, the President of the University will implement the following procedures for the further development and appraisal of the policy for librarians. The report of the Working Group will be presented to the Principals, Deans, and Directors for comment and review, and to the Academic Affairs Committee and the Governing Council for approval. If changes to the recommendations are suggested by the Principals, Deans, and Directors, or if amendments are proposed by the Academic Affairs Committee or the Governing Council, the suggestions or proposals will be referred to the Working Group for consideration and comment. Not less than fifteen (15) days after this referral, the body which proposed the amendment may resume its deliberations and actions on the report, taking into consideration any comments received from the Working Group.

The University understands that both parties to the Agreement will use their best efforts to deal with this matter promptly.

The President of the University acknowledges receipt of the letter from the President of the Association pertaining to the plans of the Association for ratification of the policies on librarians.

Sincerely,
s/ John Evans

Appendix D

Office of the President,
June 28, 1977.

Professor J.M. Daniels,
President,
University of Toronto Faculty Association,
University of Toronto.

Dear Professor Daniels,

This letter is written pursuant to the Agreement between the Governing Council and the Association to set forth the terms of reference for the Special Presidential Committee referred to in Article 4 of said Agreement, its deadline for preparing its recommendation, and the procedures for dealing with its recommendation.

The terms of reference of the Special Presidential Committee are to consider the recommendations of the report of the Forster Task Force and to recommend policies on promotions for faculty members, including matters related to criteria for promotions within existing ranks, reasonable and equitable standards for promotion throughout the University taking into account the differing patterns of activity which characterize each division, and an appellate procedure.

The Special Presidential Committee will be directed to submit its report by no later than November 15, 1977.

The President of the University undertakes that after he has received the report of the Special Presidential Committee to recommend policies on promotion affecting faculty members he will transmit the recommendations (including any minority views relating thereto held by members of the Committee, and the views of the administration) to the Governing Council. The recommendations will be presented to the Principals, Deans and Directors for comment and review, and then to the Academic Affairs Committee and the Governing Council for review and enactment. If changes to the recommendations are suggested by the Principals, Deans and Directors, or if amendments are proposed by the Academic Affairs Committee or the Governing Council, the suggestions or proposals will be referred to the Special Presidential Committee for consideration and comment. Not less than fifteen (15) days after this referral, the body which proposed the amendment may resume its deliberations and actions on the report, taking into consideration any comments received from the Special Presidential Committee.

The President of the University acknowledges receipt of the letter from the President of the Association pertaining to the plans for ratification of the policies on promotions.

Sincerely,

s/ John Evans

Appendix E

Office of the President,
June 28, 1977.

Professor J.M. Daniels,
President.
University of Toronto Faculty Association,
University of Toronto.

Dear Professor Daniels,

This letter is written pursuant to the Agreement between Governing Council and the Association to set forth the terms of reference for the Task Force on Contractually Limited Term Appointments referred to in Article 5 of said Agreement, and the procedures for dealing with its recommendations.

The terms of reference of the Task Force are to consider, appraise, and make recommendations pertaining to the policy on Contractually Limited Term Appointments.

The President of the University undertakes that after he has received the report of the Task Force to review the policy on Contractually Limited Term Appointments he will transmit the recommendations (including any minority views relating thereto held by members of the Committee, and the views of the administration) to the Governing Council. The recommendations will be presented to the Principals, Deans and Directors for comment and review, and to the Academic Affairs Committee and the Governing Council for review and enactment. If changes to the recommendations are suggested by the Principals, Deans and Directors, or if amendments are proposed by the Academic Affairs Committee or the Governing Council, the suggestions or proposals will be referred to the Task Force for consideration and comment. Not less than fifteen (15) days after this referral, the body which proposed the amendment may resume its deliberations and actions on the report, taking into consideration any comments received from the Task Force.

The University understands that both parties to the Agreement will use their best efforts to deal with this matter promptly.

Sincerely,

s/ John Evans

AGREEMENT

between

WAYNE STATE UNIVERSITY

and

THE WAYNE STATE UNIVERSITY CHAPTER

of

THE AMERICAN ASSOCIATION OF

UNIVERSITY PROFESSORS

July 1, 1978 to July 31, 1980

TABLE OF CONTENTS

Article	Title	Page
	Preamble	1
I.	Recognition and Description of Unit	3
II.	Personnel Classification	3
III.	Administration Rights	4
IV.	Association Rights	4
V.	Association Privileges	5
VI.	Deduction of Association Dues and Fees	7
VII.	Past Policies	10
VIII.	Nondiscrimination	10
IX.	No Strike/No Lockout	10
X.	Lay-off and Recall Procedures	11
XI.	Participation in Association Activities	13
XII.	Compensation	13
	A. Salary Adjustments for 1978-79	14
	B. Salary Adjustments for 1979-80	16
	C. Salary Schedules	18
	D. Recommended Salaries for New Bargaining Unit Members	20
	E. Medical Insurance	21
	F. Long-Term Disability Income Insurance	21
	G. Retirement Program	22
	H. Life Insurance	22
	I. Vacations	23
	J. Holidays	24
	K. Christmas/New Year's Closure	24

TABLE OF CONTENTS — *continued*

Article	Title	Page
XIII.	Leaves of Absence	24
	A. Leaves of Absence Without Pay	24
	B. Professional Leaves	27
	C. Leaves of Absence With Pay	30
	D. Maternity Leaves of Absence	33
XIV.	Fractional-Time Employees	33
XV.	Administration-Association Meetings	34
XVI.	Administration of Agreement	34
XVII.	Grievance Procedure	34
XVIII.	Selection Advisory Committees	39
XIX.	Validity	41
XX.	Duration of Agreement and Cessation of Bargaining	41
XXI.	Term Appointments	42
XXII.	Tenure Procedures	43
XXIII.	Promotion Procedures	53
XXIV.	Review of Professional Duties	62
XXV.	Personnel Files	62
XXVI.	Research Awards and Educational Development Grants	63
XXVII.	Department and College By-Laws	63
XXVIII.	Tuition Refund for Academic Staff	64
XXIX.	Student Evaluation of Faculty Teaching	65
XXX.	University-Wide Committee	66
XXXI.	Budget Advisory Committees	66
XXXII.	Equal Opportunity Committee	66
XXXIII.	Transfers Between Bargaining Units	67
	Letters of Agreement	69

A. Salary Adjustments for 1978-79

Effective August 17, 1978 for twelve-month employees and effective October 18, 1978 for nine-month employees all bargaining unit members who were on the payroll as members of the bargaining unit as of June 7, 1978 shall be eligible for the following salary adjustments:

For the purpose of the classification across-the-board increases and promotional increases the faculty and academic staff shall be grouped as follows:

Group I.	Instructor, assistant athletic coach, lecturer, academic advisor I, academic services officer I, archivist I, extension program coordinator I, financial aids officer I, health physicist I, librarian I, University counselor assistants I and II, University press editors I and II.
Group II.	Assistant professor, athletic coach, academic advisor II, academic services officer II, archivist II, extension program coordinator II, financial aids officer II, health physicist II, librarian II, University counselor I.
Group III.	Associate professor, academic advisor III, academic services officer III, archivist III, financial aids officer III, librarian III, University counselor II.
Group IV.	Professor, academic advisor IV, academic services officer IV, archivist IV, extension program coordinator III, librarian IV, University counselor III.

1. *Classification Salary Adjustments*

Eligible members of the bargaining unit shall have their 1977-78 salary rates increased according to their July 1, 1978 classifications for bargaining unit members on 12-month appointments and September 13, 1978 for bargaining unit members on 9-month appointments as follows:

Group I.	$408
Group II.	$480
Group III.	$604
Group IV.	$736

2. *Across-the-Board Salary Adjustments*

Eligible members of the bargaining unit shall have their 1977-78 salary rates increased by 3.76% of the first $34,000 of salary. The difference between the total adjustments under this provision and 3.76% of the eligible salaries will be added to the President's-Deans'/Directors' Selective Salary Adjustment Fund.

3. *Promotional Salary Adjustments*

Each bargaining unit member who is promoted to a higher rank after June 30, 1978 shall receive an adjustment in salary rate of $600, $750, or $1,000 for promotion to Group II, Group III, or Group IV, respectively, effective,

> August 17, 1978 or date of promotion, whichever comes later, for persons on twelve-month appointments,
>
> October 18, 1978 or date of promotion, whichever comes later, for persons on nine-month appointments.

4. *Academic Staff Equity Adjustments*

Eligible members of the academic staff shall have their 1977-78 salary rates increased by 2.0%.

5. *Salary Committees*

a. *Faculty*

In each department/division in the Colleges/Schools of Business Administration, Education, Engineering, Liberal Arts, and Medicine, and in each division in the College of Lifelong Learning and in the College of Pharmacy and Allied Health Professions and in each of the Colleges/Schools of Health and Physical Education, Law, Nursing, and Social Work there shall be a faculty salary committee.

The faculty salary committees shall consist of not fewer than three tenured members of the Tenure and Promotion Committee of that unit elected by its faculty, and such other faculty from the unit as the faculty may elect. A majority of the committee membership shall consist of tenured members. If a unit has fewer than four tenured members, such members shall constitute the majority of the committee. The chairperson or dean/director (or his/her designee) shall chair the salary committee with vote.

b. *Academic Staff*

There shall be an academic staff salary committee in each of the following units: Academic Advising Division in the College of Liberal Arts, Archives, each division in the College of Lifelong Learning, University Counseling Services, University Office of Admissions.

The academic staff salary committees shall consist of not fewer than three tenured members of the Tenure and Promotion Committee of that unit elected by its academic staff, and such other academic staff from the unit as the academic staff may elect. A majority of the committee membership shall consist of tenured members. If a unit has fewer than four tenured members, such members shall constitute the majority of the committee. The dean/director (or his/her designee) shall chair the salary committee with vote.

6. *Selective Salary Adjustments*

   Each of the salary committees specified in Section A.5. of this Article shall be allotted a selective salary increase pool equal to 1.0% of the 1977-78 base salaries of the eligible members of the unit. The salary committees will distribute the selective salary funds to the eligible members of their units.

   For those cases in which faculty members and academic staff members are assigned to units without salary committees, the selective salary pool equal to 1.0% of the 1977-78 base salaries will be placed with the deans/directors for distribution to eligible members of their units.

7. *President's-Deans'/Directors' Selective Salary Adjustments*

   The President, through the deans and directors, shall make additional salary adjustments averaging 0.2% of the salaries of eligible members of the bargaining unit.

8. *Cost-of-Living Adjustment to Base*

   Each eligible member of the bargaining unit shall receive an increase of $67 to the 1977-78 salary rate which is the difference between the $287 1977-78 Cost-of-Living Supplement and the first year's cost of the new proposed dental plan.

9. *Grievances and Appeals*

   No individual may grieve his/her salary adjustment under Sections A.6. and A.7. of this Article. However, those faculty members and academic staff members who are assigned to units without salary committees may appeal their salary adjustments under Section A.6. to the next higher administrative officer.

B. Salary Adjustments for 1979-80

Effective September 12, 1979 all bargaining unit members who were on the payroll as members of the bargaining unit as of June 6, 1979 shall be eligible for the following salary adjustments:

1. *Classification Salary Adjustments*

   Eligible members of the bargaining unit shall have their 1978-79 salary rates increased according to their September 12, 1979 classifications as follows:

Group I.	$321
Group II.	$378
Group III.	$477
Group IV.	$585

2. *Across-the-Board Salary Adjustments*

   Eligible members of the bargaining unit shall have their 1978-79 salary rates increased by 3.0% of the first $34,000 of salary. The difference between the total adjustments under this provision and 3.0% of the eligible salaries will be added to the President's Deans'/Directors' Selective Salary Adjustment Fund.

3. *Promotional Salary Adjustments*

   Each bargaining unit member who is promoted to a higher rank shall receive an adjustment in salary rate of $600, $750, or $1,000 for promotion to Group II, Group III, or Group IV, respectively, effective the date of promotion.

4. *Salary Committees*

   There shall be salary committees as described in Section A.5. of this Article.

5. *Selective Salary Adjustments*

   Each of the salary committees specified in A.5. of this Article shall be allotted a selective salary increase pool equal to 0.75% of the 1978-79 base salaries of the eligible members of the unit. The salary committees will distribute the selective salary funds to the eligible members of their units.

   For those cases in which faculty members and academic staff members are assigned to units without salary committtees, the selective salary pool equal to 0.75% of their 1978-79 base salaries will be placed with the deans/directors for distribution to eligible members of their units.

6. *President's-Deans'/Directors' Selective Salary Adjustments*

   The President, through the deans and directors, shall make additional salary adjustments averaging 0.17% of the salaries of eligible members of the bargaining unit.

7. *Bonus Payments to Persons on Twelve-Month Appointments*

   Eligible members of the bargaining unit who are on twelve-month appointments for the period July 1, 1979 through August 31, 1979 shall receive bonus payments, not to be added to base salaries, equal to 1.0% of the first $30,000 of the June 20, 1979 salaries. These payments shall be made on the pay date of September 5, 1979. The difference between the total adjustments under this provision and 1.0% of the eligible salaries will be added to the President's-Deans'/Directors' Selective Salary Adjustments Fund. The bonus payments of those eligible twelve-month members of the bargaining unit who leave the University during the period July 1, 1979 to August 31, 1979 shall be prorated.

8. *Grievances and Appeals*

No individual may grieve his/her salary adjustment under Sections B.5. and B.6. of this Article. However, those faculty members and academic staff members who are assigned to units without salary committees may appeal their salary adjustments under Section B.5. to the next higher administrative officer.

C. Salary Schedules

1. *Faculty*

The salary schedules, applicable to all colleges, schools, and divisions of the University for the five regular instructional ranks for nine-month appointees, are given below. The schedule for faculty members on twelve-month assignments is 120% of the corresponding nine-month salaries. Salaries beyond the authorized maxima may be recommended subject to the specific approval of the Board of Governors. However, the authorized maxima shall not apply to salary adjustments under Sections A and B of this Article and such adjustments shall be implemented without separate Board approval.

a. SCHEDULE FOR 1978-79

	9-month		*12-month*	
Rank	*Minima*	*Maxima*	*Minima*	*Maxima*
Lecturer	10,700	38,650	12,840	46,380
Instructor	10,700	15,225	12,840	18,270
Assistant Professor	12,600	22,800	15,120	27,360
Associate Professor	15,900	28,875	19,080	34,650
Professor	19,500	38,650	23,400	46,380

b. SCHEDULE FOR 1979-80

Lecturer	11,150	40,200	13,380	48,240
Instructor	11,150	15,850	13,380	19,020
Assistant Professor	13,100	23,700	15,720	28,440
Associate Professor	16,550	30,050	19,860	36,060
Professor	20,300	40,200	24,360	48,240

2. *Academic Staff*

The salary schedules applicable to academic staff classifications for twelve-month appointees are given below. The schedule for academic staff members on nine-month appointments is 5/6 of the corresponding twelve-month salaries. Salaries beyond the authorized maxima may be recommended subject to the specific approval of the Board of Governors. However, the authorized maxima shall not apply to salary adjustments under Section A and B of this Article and such adjustments shall be implemented without separate Board approval.

a. SALARY SCHEDULE FOR 1978-79

Classification	*Range*	*Minima*	*Maxima*
Academic Advisor I	3	10,110	13,140
Academic Advisor II	5	11,760	15,320
Academic Advisor III	8	14,300	18,440
Academic Advisor IV	12	17,200	22,500
Academic Services Officer I	4	10,940	14,300
Academic Services Officer II	8	14,300	18,440
Academic Services Officer III	11	16,510	21,480
Academic Services Officer IV	15	19,390	25,550
Archivist I	5	11,760	15,320
Archivist II	8	14,300	18,440
Archivist III	11	16,510	21,480
Archivist IV	15	19,390	25,550
Extension Program Coordinator I	5	11,760	15,320
Extension Program Coordinator II	9	15,070	19,380
Extension Program Coordinator III	13	17,960	23,440
Financial Aids Officer I	4	10,940	14,300
Financial Aids Officer II	7	13,480	17,570
Financial Aids Officer III	11	16,510	21,480
Health Physicist I	6	12,650	16,550
Health Physicist II	8	14,300	18,440
Librarian I	5	11,760	15,320
Librarian II	8	14,300	18,440
Librarian III	11	16,510	21,480
Librarian IV	15	19,390	25,550
University Counselor Assistant I	2	9,360	12,200
University Counselor Assistant II	4	10,940	14,300
University Counselor I	7	13,480	17,570
University Counselor II	11	16,510	21,480
University Counselor III	15	19,390	25,550
University Press Editor I	2	9,360	12,200
University Press Editor II	5	11,760	15,320

b. SALARY SCHEDULE FOR 1979-80

Classification	*Range*	*Minima*	*Maxima*
Academic Advisor I	3	10,510	13,670
Academic Advisor II	5	12,230	15,930
Academic Advisor III	8	14,870	19,180
Academic Advisor IV	12	17,890	23,400
Academic Services Officer I	4	11,380	14,870
Academic Services Officer II	8	14,870	19,180
Academic Services Officer III	11	17,170	22,340
Academic Services Officer IV	15	20,170	26,570
Archivist I	5	12,230	15,930
Archivist II	8	14,870	19,180
Archivist III	11	17,170	22,340
Archivist IV	15	20,170	26,570
Extension Program Coordinator I	5	12,230	15,930
Extension Program Coordinator II	9	15,670	20,160
Extension Program Coordinator III	13	18,680	24,380
Financial Aids Officer I	4	11,380	14,870
Financial Aids Officer II	7	14,020	18,270
Financial Aids Officer III	11	17,170	22,340
Health Physicist I	6	13,160	17,210
Health Physicist II	8	14,870	19,180
Librarian I	5	12,230	15,930
Librarian II	8	14,870	19,180
Librarian III	11	17,170	22,340
Librarian IV	15	20,170	26,570
University Counselor Assistant I	2	9,730	12,690
University Counselor Assistant II	4	11,380	14,870
University Counselor I	7	14,020	18,270
University Counselor II	11	17,170	22,340
University Counselor III	15	20,170	26,570
University Press Editor I	2	9,730	12,690
University Press Editor II	5	12,230	15,930

D. Recommended Salaries for New Bargaining Unit Members

Insofar as practicable, the department chairperson (or appropriate administrative officer) shall consult with the appropriate salary committee regarding initial salaries of prospective members of the bargaining unit.

2. *Military Leave*

The University agrees to comply with the Federal and State Veterans Employment Acts.

B. Professional Leaves

1. *Authorized Short-Term Absences*

a. Absences for outside professional activities related to University responsibilities, which necessitate absence from the bargaining unit member's usual University operating location, may be approved with pay for periods up to thirty (30) working days.

b. Requests for authorized absences should be filed by the bargaining unit member with his/her chairperson or dean/director at least two (2) weeks prior to the start of the proposed activity and at least three (3) weeks prior to activity outside of the United States.

c. Approval is given by the University President or his/her designee.

2. *Sabbatical Leaves*

The Provost or his/her designee may grant sabbatical leaves of absence to members of the faculty and academic staff for the purpose of encouraging scholarly and professional achievement for the mutual benefit of the University and the grantee. However, no more than seven (7) percent of the members of the bargaining unit with tenure or continuing service may be on sabbatical leave in any one quarter. Under extraordinary circumstances this maximum may be exceeded at the discretion of the Provost.

a. *Eligibility*

1) A sabbatical leave may be granted for one, two, or three quarters to any bargaining unit member who holds continuing service or tenure status at the beginning of the proposed period of leave and who meets the following additional requirements of eligibility.

2) An applicant shall have served at least eighteen quarters of regular full-time contractual employment in the University since his/her initial appointment to academic staff or faculty classifications or since a previous sabbatical leave. The elapsed quarters need not be consecutive, but no more than three quarters shall be counted for any one fiscal year.

b. *Applications*

1) Applications for sabbatical leave shall include the following:

(a) The presentation of a definite plan for the scholarly use of the sabbatical leave.

(b) An indication of the specific quarter(s) for which the leave is requested.

(c) A description of any fellowship and/or grant pending or secured at the time of making application for sabbatical leave.

(d) The applicant's agreement to return to service with the University for three quarters in the four-quarter period immediately following expiration of the leave; or to refund the compensation paid him/her by the University during his/her leave, unless this obligation is specifically waived or deferred by the University President or his/her designee.

(e) The applicant's agreement to submit a written report on the extent to which he/she has achieved the purpose for which the leave was granted.

2) Within each department or equivalent unit, all applications for sabbatical leaves shall be submitted to the chairperson or equivalent administrator no later than January 15 of the fiscal year preceding the University fiscal year in which the leave is to begin, and applications shall be forwarded to the Provost or his/her designee through normal administrative channels. If there is more than one application for sabbatical leaves from a department or equivalent unit, the applications shall be reviewed and ranked by the department or equivalent unit personnel committee; and the report of this committee shall be forwarded to the Provost through normal administrative channels by February 1 after the January 15 filing deadline. Notification of the decision on the application shall be given to the applicant by March 15.

c. *Conditions of Leave*

1) An applicant shall agree to return to service with the University for three quarters in the four-quarter period immediately following expiration of his/her leave; or to refund the compensation paid him/her by the University during his/her leave, unless this obligation is specifically waived or deferred by the University President or his/her designee.

2) An individual on sabbatical leave shall not give, for compensation, personal service unrelated to his/her sabbatical leave project, other than what the University would consider acceptable for a faculty or academic staff member of the University not on leave. Any service for compensation shall be reported to and must be approved in advance by the Provost or his/her designee.

3) Formal study for an advanced degree is not normally acceptable as a sabbatical leave project. Exceptions to this regulation require the written approval of the dean (director) of the candidate's college (division) prior to the filing of the application.

4) Persons on the nine-month payroll are normally granted sabbatical leaves only for the duration of specifically stated whole quarters. Exceptions to this regulation require the written approval of the dean or director prior to the filing of the application.

5) For persons employed on the twelve-month payroll, a quarter of service shall be interpreted to mean three (3) calendar months of service.

d. *Length*

1) A sabbatical leave may be granted for one, two or three quarters.

2) Faculty members on the nine-month payroll are not granted sabbatical leaves for the Summer Quarter. Hence the Spring and Fall Quarters of a given *calendar* year are regarded as consecutive.

e. *Sabbatical Leaves Committee*

1) There shall be a University Sabbatical Leaves Committee consisting of six (6) persons and chaired by the Provost or his/her designee. These six (6) persons shall be selected by the Provost from a slate of twelve (12) or more bargaining unit members submitted by the University Council. The Provost or his/her designee shall be a member *ex-officio* of the Committee (without vote).

2) The functions of this committee shall be:

(a) To evaluate all applications and to rank those applications which the Committee deems worthy of approval for sabbatical leaves;

(b) to advise the Provost of its recommendations; and

(c) to recommend to the various elements of the University any need for change in the sabbatical leave policy.

f. *Compensation and Benefits*

1) For each quarter on sabbatical leave the individual shall receive as compensation a percentage of the compensation he/she would have received were he/she not on leave, such

percentage to be determined by the number of quarters elected for the sabbatical leave, as follows:

One Quarter	80%
Two Quarters	70%
Three Quarters	60%

2) During a sabbatical leave the individual's contract with the University shall remain unimpaired. The individual shall be eligible for all scheduled adjustments and for all other applicable benefits which would have been provided to him/her by the University were he/she not on leave.

3) Persons on the twelve-month payroll do not earn vacation days while on sabbatical leave. Any days in the vacation bank shall be retained pending the individual's return from sabbatical leave.

C. Leaves of Absence With Pay

It is recognized that leaves of absence with pay are appropriate for illness, for personal emergencies, and for the performance of certain civic functions.

A leave of absence with pay is a leave during which a member of the bargaining unit is not required to perform regular University duties, but is retained on the payroll of the University at his/her normal compensation rate for periods during which he/she is normally on the payroll.

1. *Short-term Disability Leave for Illness*
   a. Full-time members of the bargaining unit who are on the payroll shall receive full compensation (one-ninth of the academic year compensation per month for nine-month employees) for periods of disability of up to one month plus an additional number of months equal to the number of years of service completed, the total of such benefits not to exceed six (6) months' compensation in any twelve-month period. Nine-month bargaining unit members on the summer payroll who become disabled during the summer will begin receiving short-term disability compensation at the time the disability occurs. The disability compensation will be at the summer rate and will not extend beyond the period of the summer appointment. If the bargaining unit member is still disabled at the beginning of the Fall Quarter, he/she may continue on short-term disability in the normal manner. Bargaining unit members shall be responsible for promptly notifying their department chairperson, dean, or immediate supervisor of each day of illness absence.

body a review committee, comprised of tenured faculty members of the school or college, shall be formed. At least sixty percent (60%) of the committee shall be elected by the college. Such a committee shall evaluate the progress of the school or college and the effectiveness of the dean and shall forward a report to the President or his/her designee.

Selection and Review of Directors

When a new director of the Libraries, Archives or Admissions is to be chosen, a committee shall be formed to seek and recommend candidates to the President or his/her designee. Such committees shall include not less than twenty-five percent (25%) membership of bargaining unit members from the unit for which the director is sought and not less than fifty percent (50%) bargaining unit members.

Terms of appointment shall not exceed five (5) years. One year prior to the end of the term of a director, either the President or his/her designee or the Policy Committee of the University Council may request a review committee be formed. Such a committee shall evaluate the progress of the unit and the effectivenss of the director and shall forward a report to the President or his/her designee.

L. Other Procedures

Nothing in this article shall preclude the appropriate appointing administrative officer and the affected faculty group from developing alternative mutually acceptable procedures for selection and review instead of those outlined above. Any such agreement must be ratified by two-thirds of the voting faculty in question and is assumed to be case specific. Moreover, this section does not preclude the traditional rights of faculty to meet as individuals with appropriate administration officers to voice their opinions.

XIX.

VALIDITY

In the event that any portion of this Agreement is declared to be or becomes inoperative under State or Federal law or by any court decision, the balance of the Agreement shall remain in full force and effect, and the parties hereto agree to meet and renegotiate, if possible, the inoperative portion of the Agreement.

XX.

DURATION OF AGREEMENT AND CESSATION OF BARGAINING

This Agreement shall become effective on the date of signing and shall continue in full force and effect until midnight of July 31, 1980 when it shall terminate. If either party desires to modify or may also forward its assessments and supporting documents to the dean. The chairperson shall notify a faculty member when the department/division committee has recommended him/her for promotion or when the chairperson initiates a recommendation for promotion. A faculty member may withdraw his/her name from consideration for promotion.

In a department/division with fewer than three tenured faculty members, not including the chairperson, the chairperson shall possess the authority and functions of the department/division committee. Prior to initiating a promotion recommendation in such units, the chairperson will consult with those tenured faculty members who hold rank higher than that of the candidate.

d. *College (or School) Committee*

The college tenure committee shall also serve as the college promotion committee and shall be responsible for evaluating candidates and for making promotion recommendations for only those candidates who have been recommended by the department/division committees and/or the chairperson. A two-thirds affirmative vote of the membership of the committee shall be required for a recommendation for promotion. No member of the committee shall be considered for promotion. The dean (or his/her designee) shall chair the committee without vote. A committee representative shall be elected from among the bargaining unit members of the committee who shall serve as spokesperson for the committee. The recommendations of the committee shall be forwarded to the dean together with its assessments and supporting documents. Anytime a department chairperson appears before the college committee, he or she shall be accompanied by the elected departmental committee representative.

In the Colleges/Schools of Law, Nursing, and Social Work, and in the Division of Health and Physical Education, the college committee may initiate promotion recommendations. The recommendations of these committees for the granting of promotions, together with a written assessment and supporting documents, shall be forwarded to the dean.

e. *Dean of the College*

Upon receipt of the college committee recommendations the dean shall attach his/her recommendations to those of the committee. In the Colleges/Schools of Law, Lifelong Learning, Nursing, Pharmacy and Allied Health Professions, and Social Work, and in the Division of Health and Physical Education, the dean/director shall provide written assessments along with his/her recommendations. Those recommendations that have received the endorsement of the college committee and/or the dean shall be forwarded, along with the supporting documents and assessments, to the Office of the President. The dean, after consultation with the appropriate department/division and college committees, may also initiate recommendtions for promotion which, along with supporting documents and assessments, shall be forwarded to the Office of the President. A faculty member of a college listed in A.3.d. may withdraw his/her name from consideration for promotion.

B. Academic Staff

1. *Definition*

Classifications within the academic staff consist of a general classification title and a series of ranks within that classification. A promotion within an academic staff classification is an advancement from one sequential level to the next higher level in that classification.

2. *Basis for Promotion Recommendations*

a. *University Libraries, Archives and Liberal Arts Advising*

A recommendation for promotion is based upon a candidate's qualifications in light of specific Libraries/Archives/Liberal Arts Advising and University considerations and not primarily upon length of service in rank. The assessments of a candidate's qualifications shall be based on excellence in job performance and in appropriate scholarly or professional achievement. Consideration shall also be given to non-instructional service to the Libraries/Archives/Liberal Arts Advising and/or University and/or public and/or professional service which benefits the University.

Assessments of a candidate's qualifications must take into consideration proven professional abilities, professional experience and potential for continued professional growth and leadership as appropriate to the candidate's current and contemplated ranks.

The librarians/archivists/Liberal Arts advisors shall delineate, as far as is practical, and in a manner reflecting the particular mission and diverse characteristics of the unit, those factors that will be considered in the evaluation of the candidate's qualifications with respect to the above criteria and those Libraries/Archives/Liberal Arts Advising factors that may have a bearing on the promotion recommendations. Such statements shall be reviewed biennially and must receive the approval of the director prior to implementation. Statements effective in a given academic year shall have been approved by July 1 of the previous fiscal year and shall be distributed to each librarian/archivist/Liberal Arts advisor.

Annually, the unit promotion committee and the director shall review each librarian/archivist/Liberal Arts advisor with regard to the appropriateness of his/her rank.

b. *Other Academic Staff Units*

For an academic staff member other than a librarian/archivist/Liberal Arts advisor, opportunities for promotion shall be made available as authorized position vacancies occur within an academic staff member's classification.

As such vacancies occur, they shall be communicated under existing University policies. A vacancy may be filled by promotion, by reclassification, or by appointment from outside the University. If a vacancy is filled by a promotion from within the unit the vacancy need not be communicated, except that in academic staff units which do not have academic staff collegial promotion committees, the vacancy shall be communicated within the unit.

Applicants for an existing vacancy shall be judged upon their qualifications and according to the duties and responsibilities of the vacant position.

An academic staff member may also be promoted based on a reevaluation of the position and upon his/her qualifications, excellence in job performance, and demonstrated professional achievement. Vacancy communications for such promotions are not required. If positions upgraded in this fashion later become vacant, they may be filled at a lower rank.

At no level in this procedure shall a ranked list of candidates for promotion be forwarded.

3. *Procedures*

a. *Academic Staff Collegial Promotion Committees*

The academic staff collegial tenure committees shall also serve as the promotion committees and shall be responsible for evaluating candidates and for making promotion recommendations. A two-thirds affirmative vote of the eligible membership of the committee shall be required for a recommendation for promotion. No member of the committee shall participate in or vote on a promotion recommendation to a rank higher than his/her current rank. The dean/director (or his/her designee) shall chair the committee without vote. A committee representative shall be elected from the bargaining unit members of the committee who shall serve as spokesperson for the committee. The recommendations of the committee shall be forwarded to the dean/director together with its written assessments and supporting documents.

b. *Deans/Directors*

Upon receipt of the committee recommendations the dean/director (or his/her designee) shall attach his/her recommendations and written assessments to those of the committee. Those recommendations that have received the endorsement of the committee and/or the dean/director shall be forwarded, along with the supporting documents and written assessments to the Office of the President. The dean/director (or his/her designee), after consultation with the committee, may also initiate recommendations for promotion which, along with supporting documents and written assessments, shall be forwarded to the Office of the President. The dean/director shall notify an academic staff member when the committee has recommended him/her for promotion or when the dean/director initiates a recommendation for promotion. An academic staff member may withdraw his/her name from consideration for promotion.

In an academic staff collegial unit with fewer than three tenured academic staff members, not including the dean/director, the dean/director shall possess the authority and functions of the academic staff collegial promotion committee. Prior to initiating a promotion recommendation in such units, the dean/director will consult with those tenured academic staff members who hold rank higher than that of the candidate.

c. **Office of the President**

The Office of the President shall review all recommendations for promotion forwarded from the various colleges, schools, and divisions for the purpose of making a final decision upon whether to grant or to recommend promotion in accordance with the authority delegated to the President by the Board of Governors.

The University Tenure and Promotion Committee shall advise the Provost on faculty and academic staff promotion cases for which he/she seeks counsel. The Provost shall submit to the committee and the committee shall consider those cases in which his/her decision is not to recommend promotion. The Provost is not required to submit to the University Tenure and Promotion Com-